

# COMMITTEE/BOARD OF SUPERVISORS

## AGENDA PACKET CONTENTS LIST

Committee: City Operations & Neighborhood Ser.      Date: March 8, 2010

Board of Supervisors Meeting      Date \_\_\_\_\_

### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Budget Analyst Report                        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Analyst Report                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form (for hearings)             |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Information Form                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Public Correspondence                        |

### OTHER (Use back side if additional space is needed)

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Completed by: Victor Young  
Completed by: Victor Young

Date March 4, 2010  
Date \_\_\_\_\_

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.



1 [Accept and Expend Grant - Homeless Health and Wellness Training - \$108,600.]

2  
3 **Resolution authorizing the San Francisco Department of Public Health to accept and**  
4 **expend retroactively a grant in the amount of \$108,600 from the San Francisco**  
5 **Community Clinic Consortium, to assist with a project entitled "Homeless Health and**  
6 **Wellness Training" for the period of March 27, 2009, through March 26, 2011.**

7  
8 WHEREAS, The San Francisco Community Clinic Consortium is the recipient of a  
9 grant award from the Department of Health and Human Services (DHHS) and Health  
10 Resources and Services Administration (HRSA) to fund a two-year project entitled "Homeless  
11 Health and Wellness Training;" and,

12 WHEREAS, Through this grant, San Francisco Community Clinic Consortium has  
13 agreed to fund DPH in the amount of \$108,600 for the period of March 27, 2009 through  
14 March 26, 2011; and,

15 WHEREAS, This award is issued under the American Recovery and Reinvestment Act  
16 (ARRA) of 2009; and,

17 WHEREAS, As a condition of receiving the grant funds, the San Francisco Community  
18 Clinic Consortium requires the City to enter into an agreement (the "Agreement"), a copy of  
19 which is on file with the Clerk of the Board of Supervisors in File No. 100207; which is hereby  
20 declared to be a part of this resolution as if set forth fully herein; and,

21 WHEREAS, DPH will subcontract with the San Francisco Community Clinic  
22 Consortium, in the amount of \$18,000 for the period of March 27, 2009 through March 26,  
23 2011 to provide for the AmeriCorps Intern Program; and,

1 WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH  
2 for one existing position, Public Health Nurse (Job Class #2830) at 0.30 FTE, for the period  
3 March 27, 2009 through, March 26, 2011; and,

4 WHEREAS, A request for retroactive approval is being sought because the DPH did  
5 not receive a finalized budget until December 9, 2009; and,

6 WHEREAS, The budget does not include a provision for indirect costs because indirect  
7 costs are not allowed by the funding agency; now therefore, be it

8 RESOLVED, That DPH is hereby authorized to accept and expend a grant in the  
9 amount of \$108,600 from the San Francisco Community Clinic Consortium; and, be it

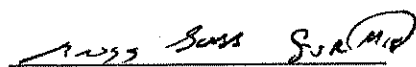
10 FURTHER RESOLVED, That DPH is hereby authorized to retroactively accept and  
11 expend the grant funds pursuant to San Francisco Administrative Code section 10.170-1; and,  
12 be it

13 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of  
14 indirect costs in the grant budget; and be it

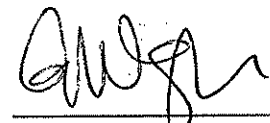
15 FURTHER RESOLVED, That the Director of Health is authorized to enter into the  
16 agreement on behalf of the City; and, be it

17 FURTHER RESOLVED, That the Controller is directed to designate all positions  
18 funded under this agreement as "G" or grant-funded positions which would terminate when  
19 the agreement expires.

20  
21 RECOMMENDED:

22  
23   
24 Mitchell Katz, M.D.  
25 Director of Health

APPROVED:



Office of the Mayor



Office of the Controller

For



Gavin Newsom  
Mayor

Mitchell H. Katz, MD  
Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Mitchell H. Katz, M.D.  
Director of Health

DATE: February 5, 2010

SUBJECT: Accept and Expend Resolution

GRANT TITLE: Homeless Health and Wellness Training

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Attached please find the original and 4 copies of each of the following:

- Proposed grant resolution, original signed by Department
- Grant information form, including disability checklist
- Grant budget and justification
- Agreement (1)

**Special Timeline Requirements:**

**Departmental representative to receive a copy of the adopted resolution:**

Name: Grace Alderson

Phone: 554-2655

Interoffice Mail Address: Dept. of Public Health, 101 Grove St., Room 330

Certified copy required Yes

No

**File Number:** \_\_\_\_\_  
(Provided by Clerk of Board of Supervisors)

**Grant Information Form**  
(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Homeless Health and Wellness Training
2. Department: Department of Public Health  
Community-Oriented Primary Care  
Tom Waddell Health Center-Homeless Programs
3. Contact Person: Marcellina Ogbu Telephone: 255-3524
4. Grant Approval Status (check one):  
 Approved by funding agency  Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$54,300 in Year 1 and \$54,300 in Year 2;  
Total: \$108,600
- 6a. Matching Funds Required: No  
b. Source(s) of matching funds (if applicable): N/A
- 7a. Grant Source Agency: Department of Health and Human Services (DHHS) and Health Resources and Services Administration (HRSA)  
b. Grant Pass-Through Agency (if applicable): San Francisco Community Clinic Consortium
8. Proposed Grant Project Summary: The specific aims of this project are to increase the Healthcare for the Homeless services at Shelters & Resource Centers throughout the city by providing a Homeless Health and Wellness training program for both staff and clients. One of the primary goals of this grant is to link every homeless client in San Francisco with a Primary Care home. The Public Health Nurse, assisted by the AmeriCorps Intern, will facilitate training sessions around a number of health-related issues such as communicable diseases, urban pests, nutrition, stress management, chronic disease management, tobacco use, drug use, etc., with intentions to decrease morbidity, improve overall health and ultimately linking all homeless clients to a primary care home. They will be collaborating with the roving Community Behavioral Health System team in assist with primary care linkage of the most disenfranchised homeless clients.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:  

Start-Date: Year 1: March 27, 2009 Year 2: March 27, 2010	End-Date: Year 1: March 26, 2010 Year 2: March 26, 2011
--	--
10. Number of new positions created and funded: None. The grant does not require an ASO amendment and partially reimburses the department for one existing position:  
  
0.30 FTE Public Health Nurse (job class#2830)
11. If new positions are created, explain the disposition of employees once the grant ends? N/A

12a. Amount budgeted for contractual services: \$9,000 (Year One)  
\$9,000 (Year Two)  
Total: \$18,000

b. Will contractual services be put out to bid? No, DPH has a current contract with San Francisco Community Clinic Consortium through June 30, 2011 to provide for the AmeriCorps Intern Program.

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? N/A

d. Is this likely to be a one-time or ongoing request for contracting out? One time funds for two years

13a. Does the budget include indirect costs?  Yes  No

b1. If yes, how much? N/A

b2. How was the amount calculated? N/A

c. If no, why are indirect costs not included?

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain):

14. Any other significant grant requirements or comments: DPH respectfully requests for approval to accept and expend these funds retroactive to March 27, 2009. Though the Department received the signed agreement in June 2009, the budget was not finalized until December 9, 2009. Staff shortages during the summer and fall resulted in a delay in filling the accept and expend paperwork.

**\*\*Disability Access Checklist\*\***

15. This Grant is intended for activities at (check all that apply):

Existing Site(s)

Existing Structure(s)

Existing Program(s) or Service(s)

Rehabilitated Site(s)

Rehabilitated Structure(s)

New Program(s) or Service(s)

New Site(s)

New Structure(s)

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: \_\_\_\_\_

Jason Hashimoto

Date Reviewed: 2/5/10

Department Approval: \_\_\_\_\_

(Mitchell H. Katz, MD)

(Director of Health)

**HOMELESS HEALTH AND WELLNESS TRAINING AT SHELTERS AND RESOURCE CENTERS**  
**Funded by American Recovery and Reinvestment Act of 2009**  
**(ARRA/HealthCare for the Homeless Program)**  
**3/27/2009- 3/26/2011**

<b>DIRECT COSTS</b>	<b>Year One:</b>	<b>Year Two:</b>	<b>Totals:</b>
<b>Personnel Expenses:</b>			
Costs for .30 FTE Public Health Nurse- Annual Salary: \$116,240 x .30 - \$34,872 Fringe Benefits: Rate: 29.9050% - \$10,428			
<b>Personnel Expense Sub-Total:</b>	<b>45,300</b>	<b>45,300</b>	<b>90,600</b>
<b>Sub-Contracts:</b>			
AmeriCorps Intern to work with the Public Health Nurse in planning/organizing/setting up of the training in shelters/resource centers			
<b>Sub-Contracts Sub-Total:</b>	<b>9,000</b>	<b>9,000</b>	<b>18,000</b>
<b>TOTAL:</b>	<b>54,300</b>	<b>54,300</b>	<b>108,600</b>



**ARRA/SUPPLEMENT TO  
McKINNEY GRANT  
BUDGET REVISION REQUEST**

CONTRACTOR: Tom Waddell Health Center  
Address: 101 Grove, Room 119  
San Francisco, CA 94102

Contract No:

H8BCS12114

Telephone: (415) 355-7413  
FAX: (415) 355-7401

*S/CHS/BMC  
25/CHS/ARA*

CONTRACT TERM: 3/27/2009-3/26/2011  
HEALTH CARE FOR THE HOMELESS PROGRAM

EXPENDITURES	FTE:	TOTAL CURRENT BUDGET	FTE:	TOTAL REVISED BUDGET	FTE:	B MINUS A VARIANCE INCR/(DECR)
<b>YEAR 1 AND YEAR 2</b>						
Revenue						
Patient Service Income		-0-		-0-		#VALUE!
Local and State Grants		-0-		-0-		
Local Funding		-0-		-0-		
Federal BPHC ARRA Grant		54,300		54,300		
Other Federal Funding		-0-		-0-		
<b>Total Revenue Expenses</b>		<b>54,300</b>		<b>54,300</b>		
Expenses						
Personnel		41,800		34,872		\$6,928
Fringe Benefits		12,500		10,428		\$2,072
Travel		-0-		-0-		
Supplies		-0-		-0-		
Community HealthCorps Member		-0-		9,000		
Other		-0-		-0-		
<b>Total Expenses</b>		<b>54,300</b>		<b>54,300</b>		<b>8,000</b>
Capital Expenditures						
<b>TOTAL DIRECT EXPENSES</b>		<b>\$54,300</b>		<b>\$54,300</b>		<b>-0-</b>
Indirect Expenses						
<b>TOTAL EXPENSES</b>		<b>54,300</b>		<b>54,300</b>		<b>-0-</b>

SIGNATURE:   
 NAME: MARCELLINA OGBURN  
 TITLE: CHIEF FINANCIAL OFFICER, PRIMARY CARE SERVICES, DPH

*11/6/09*

*Approved  
A. Meyer  
12/9/09*

\*This request for a Budget Revision is made to cover the expenses for a Community HealthCorps Member for both years and to reduce the personnel expenses of the Public Health Nurse by the same amount.

### ARRA/SUPPLEMENT TO McKINNEY GRANT BUDGET REVISION REQUEST

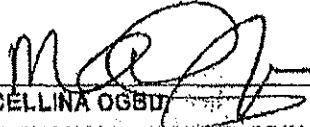
CONTRACTOR: Tom Waddell Health Center  
Address: 101 Grove, Room 118  
San Francisco, CA 94102

Contract No: H8BCS12114

Telephone: (415) 355-7413  
FAX: (415) 355-7401

CONTRACT TERM: 3/27/2009-3/26/2011  
HEALTH CARE FOR THE HOMELESS PROGRAM

EXPENDITURES	TOTAL CURRENT FTE: BUDGET	TOTAL REVISED FTE: BUDGET	FTE	B MINUS A VARIANCE (INCR/DECR)
<b>YEAR 1 AND YEAR 2</b>				
<b>Revenue</b>				
Patient Service Income	-0-	-0-		{VALUE}
Local and State Grants	-0-	-0-		
Local Funding	-0-	-0-		
Federal BPHC ARRA Grant	54,300	54,300		
Other Federal Funding	-0-	-0-		
<b>Total Revenue Expenses</b>	<b>54,300</b>	<b>54,300</b>		
<b>Expenses</b>				
Personnel	41,800	34,872		\$6,928
Fringe Benefits	12,500	10,428		\$2,072
Travel	-0-	-0-		
Supplies	-0-	-0-		
Community HealthCorps Member	-0-	9,000		
Other	-0-	-0-		
<b>Total Expenses</b>	<b>54,300</b>	<b>54,300</b>		<b>9,000</b>
Capital Expenditures				
<b>TOTAL DIRECT EXPENSES</b>	<b>\$54,300</b>	<b>\$54,300</b>		<b>-0-</b>
Indirect Expenses				
<b>TOTAL EXPENSES</b>	<b>54,300</b>	<b>54,300</b>		<b>-0-</b>

SIGNATURE:  11/6/09  
 NAME: MARCELLINA OGBURN  
 TITLE: CHIEF FINANCIAL OFFICER, PRIMARY CARE SERVICES, DPH

*Approved*  
*A. Meyer*  
 12/9/09

\*This request for a Budget Revision is made to cover the expenses for a Community HealthCorps Member for both years and to reduce the personnel expenses of the Public Health Nurse by the same amount.

SAN FRANCISCO COMMUNITY CLINIC CONSORTIUM  
HEALTH CARE SERVICES AGREEMENT

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)  
HEALTH CARE FOR THE HOMELESS PROGRAM  
Addendum Number III

Contract Number: #H8BCS12114

Contract Term: 3/27/2009-3/26/2011

This Addendum Number III (the "Addendum") is entered into effective March 27, 2009 by and between the San Francisco Community Clinic Consortium, a California nonprofit public benefit corporation (the "Consortium"), and San Francisco Department of Public Health, a California city and county governmental agency (the "Clinic"). This Addendum is entered into pursuant to that certain Master Health Care Services Agreement (the "Master Agreement") effective July 1, 2008 by and between the Consortium and the Clinic, and which is incorporated by reference herein.

ARTICLE I  
CLINIC DUTIES

1.01 Provide Health Care Services. The Clinic shall provide Health Care for the Homeless services in accordance with the terms of the currently executed Master Agreement and Health Care for the Homeless (HCH) Addendum between the parties, as supplemented by this Addendum and applicable terms of the Notice of Grant Award from DHHS/HRSA to the Consortium for ARRA grant award number 1H8BCS12114, which are incorporated herein by reference.

1.02 Support for Increased Demand for Services (IDS). This Addendum is issued to support increased HCH services at currently approved HCH sites, and for spikes in demand to serve San Francisco's uninsured homeless population.

1.03 Work Plan Subject to Revision. It may be necessary for DHHS/HRSA to conduct further review and assessment of the information submitted in the Consortium's ARRA grant application. The result of this review may require that additional information or a revised work plan be submitted. Additional program expectations may require revision of this Addendum, as needed to comply with the terms of a revised Notice of Grant Award from DHHS/HRSA.

1.04 Annual Deliverables. Clinic shall provide services annually at the following levels. If Clinic is not on target to provide 90% of its total contracted encounters and/or serve 90% of its contracted program users and on target to provide 80% of its contracted encounters for each type of service, the Clinic must provide to the Consortium a written explanation for below-target performances and a work plan to bring the program into compliance in the subsequent

ARRA/HCH ADDENDUM  
PAGE 2

quarter. If, during the subsequent quarter, Clinic does not remedy its performance and meet target levels, the Consortium has the right to proportionally withhold payment on Clinic invoice(s) and/or reduce the contract award amount through a contract modification.

**Program Users:** 600 unduplicated homeless clients  
**Services:** 800 nursing encounters  
**Jobs Created/Retained:** .3 FTE nurse

1.05 Reports. The Clinic shall provide data and program reports concerning the services the Clinic has agreed to deliver under this Addendum, in accordance with the following schedule.

1.05.1 Invoicing and Service Data. A Consortium Invoice and HCH data that are *clearly designated as pertaining to IDS activities* must be submitted to the Consortium for each month by the seventh (7<sup>th</sup>) day of the following month, and in accordance with the terms of Master Agreement Article III.

1.05.2 Quarterly Progress Report. Not later than seven (7) days after the end of each calendar quarter, starting with the quarter ending June 30, 2009, the Clinic must submit a quarterly report to the Consortium containing the following information:

- a. The total amount of ARRA funds under this award;
- b. The amount of ARRA funds received under this award that were obligated and expended during the quarter;
- c. The amount of unobligated award balance;
- d. A detailed list of all projects and activities for which ARRA funds under this award were obligated and expended, including:
  - The name of the project or activity;
  - A description of the project or activity;
  - An evaluation of the completion status of the project or activity; and
  - An estimate of the number of jobs created and the number of jobs retained by the project or activity.

1.05.3 Reporting Requirements Subject to Revision. The definition of terms and data elements, as well as any specific instructions for reporting, including required formats, will be provided in subsequent guidance issued by DHHS/HRSA. Program-specific reporting requirements may require revision of this Addendum, as needed to comply with the terms of a revised Notice of Grant Award from DHHS/HRSA.

1.05.4 Other Federal Reports. Clinic shall cooperate with and, as reasonably requested, assist Consortium in the development and preparation of those portions of the HRSA Uniform Data System (UDS) report and Financial Status Report (FSR), as well as other required reports pertaining to IDS activities under this Agreement. Such reports shall

be prepared according to the timeframes reasonably established by the Consortium's President and Chief Executive Officer, and shall be reviewed and revised in accordance with the directives of the Consortium.

1.05.5 Independent Financial Audit. Clinic agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount, such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512(c). (2 CFR 215.26, 45 CFR 74.26, and 45 CFR 92.26).

## ARTICLE II COMPENSATION

2.01 Compensation. Subject to the availability of grant funds, the Consortium shall pay Clinic an amount not to exceed \$54,300.00 annually and \$108,600.00 total over the two-year term of this Addendum, to provide services pursuant to this Agreement for the term hereof.

2.02 Payment of Compensation. The Consortium shall make payments to the Clinic in accordance with the terms set forth in the Master Agreement.

2.03 Budget. The budget for the provision of services pursuant to this Addendum is set forth in Attachment 1.

2.03.1 Budget Revision. Any budget revision is subject to the terms of Master Agreement Section 3.01(e). Clinic must obtain prior approval from Consortium for any significant re-budgeting of project costs, i.e., when cumulative transfers among direct cost budget categories for the current budget period exceed 25 percent of the total approved budget (inclusive of direct and indirect costs and Federal funds and required matching or cost-sharing) for that budget period, or if the re-budgeting reflects a "change in scope" of the approved project or a proposed purchase of a unit of equipment exceeding \$25,000.

2.03.2 Purchase of American-made Equipment and Products. To the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

2.03.3 Prevailing Wages. Subject to further clarification issued by the Office of Management and Budget, and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by Clinic and any contractors or subcontractors on projects funded directly by or assisted in whole or in

part by and through the Federal Government pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 1606).

2.03.4 Expeditious and Optimal Usage of Funds. In using funds for this award for infrastructure investment, Clinic shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of ARRA. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit.

2.04 One-time funding. These are one-time funds and there is no expectation for continued support of IDS activities after the end of the two (2)-year project period.

2.05 Restrictions on the Use of Grant Funds. No IDS funds may be used to support any costs related to:

- Construction (including minor alterations and renovation);
- Any changes to the current scope of project;
- Facility or land purchases;
- Equipment items costing \$5,000 or more;
- Maintenance or repair of a public building or public work, unless all of the iron, steel, and manufactured goods used in the project are produced in the United States;
- Any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

### ARTICLE III TERM, MODIFICATION, SUSPENSION AND TERMINATION

3.01 Term. The term of this Addendum shall be twenty-four (24) months beginning on March 27, 2009 and ending on March 26, 2011.

3.02 Contract Modification. Contract Modifications are subject to the terms of the Master Agreement.

3.03 Termination or Suspension. Notwithstanding the preceding sections, this Addendum may be terminated or suspended in accordance with the terms set forth in the Master Agreement.

ARTICLE IV  
GENERAL PROVISIONS

4.01 Effectiveness of Current Master Agreement and Addendum. The rights and obligations of the Consortium and the Clinic shall be otherwise governed by the terms of the current Master Agreement and Health Care for the Homeless Addendum. In the event that the terms of the agreements are inconsistent, the terms of this Addendum shall govern.

4.02 Governing Law. All grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements apply, unless they conflict or are superseded by the terms and conditions implementing the American Recovery and Reinvestment Act of 2009 (ARRA) requirements. This Agreement shall be governed and construed in accordance with applicable state and federal laws, regulations and policies, including but not limited to:

4:02.1 PHS Grants Administration Manual Chapters in effect as of the beginning date of the agreement period;

4:02.2 PHS Grants Policy Statement in effect as of the beginning date of the agreement period. Parts I through III of the HHS GPS are currently available at <ftp://ftp.hrsa.gov/grants/hhsgrantspolicystatement.pdf> and it is anticipated that Part IV, HRSA program-specific guidance will be available at the website in the near future. Once available, Part IV, HRSA program-specific guidance will take precedence over Parts I and II in situations where there are conflicting or otherwise inconsistent policies;

4:02.3 45 C.F.R. Part 74 (DHHS Grants Administration regulation); and

4:02.4 Relevant OMB Circulars.

Each party is responsible for assuring its knowledge of these laws, regulations and policies. In the event that there are conflicting or otherwise inconsistent policies applicable to this Agreement, or in the event that the Consortium's comprehensive plan and financial budget are inconsistent with the laws, regulations and policies listed above, the laws, regulations and policies shall prevail in the order of precedence listed in Section 4.02 above.

4.03 Funding Acknowledgment. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, Clinic shall clearly state the percentage of the total costs of the program or project which will be financed with Federal money, the dollar amount of Federal funds for the project or program, and percentage and a dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

4.04 Anti-kickback statute. Clinic acknowledges that it is subject to the strictures of the Medicare and Medicaid (Medi-Cal) anti-kickback statute (42 U.S.C. 1320a - 7b(b)) and is cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 - 7b(b) "illegal remunerations" which states, in part, that "whoever knowingly and willingly: (a) solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (b) in return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any good, facility, services, or item . . . for which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both."

4.05 False Claims Act. Clinic and any sub-recipient or sub-contractor awarded funds made available under the ARRA shall promptly refer to the HHS Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. The HHS Office of Inspector General can be reached at <http://www.oig.hhs.gov/fraud/hotline/>. The DHHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, Department of Health and Human Services, Attention: HOTLINE, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, D. C. 20201, Email: [Htips@os.dhhs.gov](mailto:Htips@os.dhhs.gov) or Telephone: 1-800-447-8477 (1-800-HHS-TIPS).

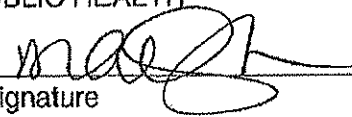
4.06 Language Assistance. Executive Order 13166, dated August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/ocr/lep/reviselep.html>.

4.07 Trafficking Victims Protection Act. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://www.hrsa.gov/grants/trafficking.htm>.

4.08 Authority and Execution. By their signatures below, the parties represent that they have the authority to execute this Agreement and do hereby bind the party on whose behalf their execution is made.



SAN FRANCISCO DEPARTMENT  
OF PUBLIC HEALTH

By:   
Signature

Name: Marcellina Ogburn

Title: Chief Operations Officer

Date: 06 / 04 / 09

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

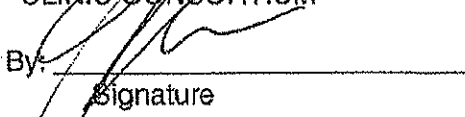
By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

SAN FRANCISCO COMMUNITY  
CLINIC CONSORTIUM

By:   
Signature

Name: John Gressman

Title: President & CEO

Date: 6 / 9 / 09

ATTACHMENT 1 – SFDPH ARRA Budget

	<i>Year 1</i>	<i>Year 2</i>	<i>Total</i>
<b>Revenue</b>			
Patient Service Income	0	0	0
Local and State Grants	0	0	0
Local Funding	0	0	0
Federal BPHC ARRA Grant	54,300	54,300	108,600
Other Federal Funding	0	0	0
<b>Total Revenue</b>	<b>54,300</b>	<b>54,300</b>	<b>108,600</b>
<b>Expenses</b>			
Construction (Not Applicable)	0	0	0
Personnel	41,800	41,800	83,600
Fringe Benefits	12,500	12,500	25,000
Travel	0	0	0
Equipment (Not Applicable)	0	0	0
Supplies	0	0	0
Contractual	0	0	0
Other	0	0	0
<b>Total Expenses</b>	<b>54,300</b>	<b>54,300</b>	<b>108,600</b>

<b>Staffing FTE</b>	<b>SFDPH</b>
Physicians	
Mid-level Physicians	
Other Medical	
Nurse Practitioners	
Nurses	0.30
Dental Assistant	
Mental Health	
Case Management	
Community Education	
Patient Support Staff	
<b>Total</b>	<b>0.30</b>