

File No. 240492

Committee Item No. 14

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date June 5, 2024

Board of Supervisors Meeting Date _____

Cmte Board

<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 and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<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)

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>DPH Statement on Retroactivity 5/13/2024</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>DPH Presentation 6/5/2024</u>
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Completed by: Brent Jalipa Date May 30, 2024

Completed by: Brent Jalipa Date _____

1 [Agreement - Retroactive - National Association of County and City Health Officials -
2 Reducing Overdose through Community Approaches Mentorship Program - Anticipated
3 Revenue to the City of \$98,999]

4 **Resolution retroactively approving an agreement between the Department of Public**
5 **Health (DPH) and the National Association of County and City Health Officials for**
6 **reducing overdose through community approaches mentorship program, for a term of**
7 **July 1, 2023, through July 31, 2024, including binding arbitration and anticipated**
8 **revenue to the City of \$98,999; and authorizing the Director of DPH to enter into**
9 **amendments or modifications to the Agreement that do not materially increase the**
10 **obligations or liabilities to the City and are necessary to effectuate the purposes of the**
11 **Agreement.**

12
13 WHEREAS, National Association of County and City Health Officials (NACCHO) is
14 solely responsible for ensuring that the Centers for Disease Control and Prevention (CDC)
15 Grant No. 6 NU38OT000306-05-01, Catalog of Federal Domestic Assistance No. 93.421 is
16 implemented; and

17 WHEREAS, The Department Public Health (DPH) provides mentorship, leadership,
18 consulting, and technical assistance under an Agreement with NACCHO, having anticipated
19 revenue to the City of \$98,999 (Agreement); and

20 WHEREAS, The Agreement includes a dispute resolution clause that obligates the City
21 to agree to binding arbitration; and

22 WHEREAS, A draft of the Agreement is on file with the Clerk of the Board of
23 Supervisors in File No. 240492, which is hereby declared to be a part of this Resolution as if
24 set forth fully herein; now, therefore, be it
25

1 RESOLVED, That the Board of Supervisors hereby authorizes the Director of Health to
2 retroactively enter into the Agreement, requiring binding arbitration, and having anticipated
3 revenue to the City of \$98,999; and, be it

4 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the Director
5 of Health to enter into any amendments or modifications to this agreement, that the
6 Department determines, in consultation with the City Attorney, are in the best interests of the
7 City, do not otherwise materially increase the obligations or liabilities of the City, are
8 necessary or advisable to effectuate the purposes of the agreement, and are in compliance
9 with all applicable laws; and, be it

10 FURTHER RESOLVED, That within thirty (30) days of the Agreement being fully
11 executed by all parties, the Director of Health shall provide the final agreement to the Clerk of
12 the Board for inclusion in File No. 240492.

13
14 RECOMMENDED:

15 /s/

16 Dr. Grant Colfax

17 Director of Health
18
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NACCHO CONTRACT # 2024-040103

CONTRACTOR AGREEMENT

This Contractor Agreement is entered into, effective as of the date of the later signature indicated below, by and between the **National Association of County and City Health Officials** (hereinafter referred to as “NACCHO”), with its principal place of business at 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005, and **City and County of San Francisco through San Francisco Department of Public Health** (hereinafter referred to as “Contractor”), with its principal place of business at 101 Grove ST San Francisco, CA 94102-4505.

WHEREAS, NACCHO wishes to hire Contractor to provide certain goods and/or services to NACCHO;

WHEREAS, Contractor wishes to provide such goods and/or services to NACCHO;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I: SPECIAL PROVISIONS

1. PURPOSE OF AGREEMENT: Contractor agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of CDC GRANT # 6 NU38OT000306-05-01, CFDA #93.421, as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Contractor shall act at all times in a professional manner consistent with the standards of the industry.
2. TERM OF AGREEMENT: The term of the Agreement shall begin on July 1, 2023, and shall continue in effect until July 31, 2024, unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.
3. PAYMENT FOR SERVICES: In consideration for professional services to be performed, NACCHO agrees to pay Contractor an amount not to exceed \$98,999.00. All payments will be made within 30 days of receipt of invoice(s) from Contractor and following approval by NACCHO for approved services, as outlined on Attachment I. Two invoices must be submitted as follows:

Invoice No.	Amount	Deliverable	Due date
Invoice I	\$97,197.23	1. Site Visits <ul style="list-style-type: none">• Final site visit agenda for Saginaw County Health Department (\$16,245.74)	Due by or before March 30, 2024

		<ul style="list-style-type: none">• Final site visit agenda for Arapahoe County Public Health (\$16,245.74) <p>2. Mentee Meetings</p> <ul style="list-style-type: none">• Notes from one-on-one meetings from July - January with Mentee Saginaw County Health Department (\$11,206.68)• Notes from one-on-one meetings from July - November with Mentee Arapahoe County Public Health (\$11,206.68) <p>3. Leadership & Coaching Series (August - January)</p> <ul style="list-style-type: none">• Attendance at August leadership & coaching session (\$1,049.39)• Attendance at September leadership & coaching session (\$1,049.39)• Attendance at October leadership & coaching session (\$1,049.39)• Attendance at December leadership coaching session (\$1,049.39)• Attendance at January leadership coaching session (\$1,049.39) <p>4. NACCHO Check-Ins</p> <ul style="list-style-type: none">• Attendance at check-in #1 with NACCHO point-of-contact (\$1,395.89)• Attendance at check-in #2 with NACCHO point-of-contact (\$1,395.89) <p>5. TA Summary</p>	
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		<ul style="list-style-type: none"> • Work plan updates and TA summary for Saginaw County Health Department (\$9,800.90) • Work plan updates and TA summary for Arapahoe County Public Health (\$9,800.90) <p>6. Facilitation of Sustainability Planning</p> <ul style="list-style-type: none"> • Final sustainability plan for Mentee Saginaw County Health Department (\$2,296.78) • Final sustainability plan for Mentee Arapahoe County Public Health (\$2,296.78) <p>7. Harm Reduction Panel Coordination Meetings</p> <ul style="list-style-type: none"> • Dates of attendance at up to 8 meetings to coordinate harm reduction panel (\$10,058.30) 	
Invoice II	\$1,801.77	Completion of final end-of-project evaluation activities (e.g. survey or interview)	Due by or before July 31st, 2024

NACCHO award number must be included on all invoices. Unless otherwise expressly stated in this Agreement, all amounts specified in, and all payments to be made under, this Agreement shall be in United States Dollars. The parties agree that payment method shall be made by check, via postage-paid first class mail, at the address for the giving of notices as set forth in Section 25 of this Agreement. Any changes of payment method would require a modification signed by both parties. The final invoice must be received by NACCHO no later than 15 days after the end date of the Agreement. Contractor will be given an opportunity to revise as needed but the final revised invoice must be received no later than 30 days after the end date of the Agreement. NACCHO will not accept any invoices past 30 days of the end date of the Agreement.

ARTICLE II: GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR: Contractor shall act as an independent contractor, and Contractor shall not be entitled to any benefits to which NACCHO employees may be entitled.
2. PAYMENT OF TAXES AND OTHER LEVIES: Contractor shall be exclusively responsible

for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.

3. LIABILITY: All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this agreement shall be the responsibility of the Contractor, and not the responsibility of NACCHO, if the liability, loss, or damage is caused by, or arises out of, the actions of failure to act on the part of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor.

All liability to third parties, loss, or damage as result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by NACCHO in the performance of this agreement shall be the responsibility of NACCHO, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any NACCHO employee.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Contractor and NACCHO in relation to each party's responsibilities under these joint activities.

4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
5. ASSIGNMENT: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.
6. CONTINGENCY CLAUSE: This Agreement is subject to the terms of any agreement between NACCHO and its Primary Funder and in particular may be terminated by NACCHO without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NACCHO under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NACCHO.
7. INTERFERING CONDITIONS: Contractor shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Agreement.
8. OWNERSHIP OF MATERIALS: Contractor hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Contractor pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party

rights retained therein). Contractor shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Contractor understands and agrees that Contractor shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Contractor represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the Federal funding agency. Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR Part 401.14

9. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Contractor, the Chief Executive Officer of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Contractor and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.
10. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Contractor for services rendered through the date of termination.
11. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.
12. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.
13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law's provisions).

14. ADDITIONAL FUNDING: Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
15. REMEDIES FOR MISTAKES: If work that is prepared by the Contractor contains errors or misinformation, the Contractor will correct error(s) within five business days. The Contractor will not charge NACCHO for the time it takes to rectify the situation.
16. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Contractor's use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards), and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), It is the Contractor's responsibility to understand and comply with all requirements set forth therein.
17. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to 2 CFR 200 Subpart D , Contractor will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
18. DEBARRED OR SUSPENDED CONTRACTORS: Pursuant to Executive Order 12549 and Executive Order 12689 entitled "Debarment and Suspension" and 2 CFR 180, Contractor certifies to the best of its knowledge that it is not presently debarred or suspended and will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs.
19. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Contractor hereby certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
20. SALARY LIMITATION: Pursuant to CDC Additional Requirement – 32: Appropriation Act, General Provisions, cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this Agreement shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.
21. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to 2

CFR 200 Subpart F, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

22. WHISTLEBLOWER PROTECTION: Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for “whistleblowing.”
23. Domestic Preferences for Procurement - Maximizing Use of American-Made Goods, Products, and Materials (E.O. 13881): Executive Order 13881 promotes the Buy American Act, 41 U.S.C. §§ 8301-8305, proposing the policy of the United States to buy American and to maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. The proposed rule revives heightened restrictions for commercially available-off-the-shelf (“COTS”) products. The Buy American Act (“BAA”) restricts the country of origin of goods bought by the U.S. government, requiring the purchase of “manufactured articles, materials, and supplies that have been manufactured in the United States substantially all from articles, materials, or supplies, mined, produced, or manufactured, in the United States.” 41 U.S.C. § 8302(a).

Under the current FAR rules (particularly Subparts 25.1, 25.2, and 25.5), a domestic end product is one where: (1) the end-product is manufactured in the United States, and (2) more than 50 percent of the cost of all component parts are manufactured in the United States. FAR 25.101. The agencies anticipated to be impacted by this executive order include the Departments of Defense and Commerce, the National Aeronautics and Space Administration, the General Services Administration (GSA), and the Executive Office of the President. Consistent with this Order, Contractors shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

Pursuant to §200.322, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products which means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber).

24. EXECUTION AND DELIVERY: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.
25. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via email or facsimile, with a copy sent via

US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:

National Association of County and City
Health Officials
Hannah Loynds
Program Analyst
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Fax (202) 783-1583
Email: hloynds@naccho.org

With a copy to:

National Association of County and City
Health Officials
Attn: Ade Hutapea, LL.M., CFCM, CCCM
Sr. Director, Grants & Contracts
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) 507-4272
Fax (202) 783-1583
Email: ahutapea@naccho.org

FOR CONTRACTOR:

City and County of San Francisco through
San Francisco Department of Public
Health
Attn.: Harmony Bulloch
Overdose Response Analyst
San Francisco Department of Public
Health
1380 Howard St.
San Francisco, CA 94103
Tel. (707) 327-7162
Email: harmony.bulloch@sfdph.org

IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for and on behalf of, the respective parties.

AGREED AND ACCEPTED AS ABOVE:

NACCHO:

CONTRACTOR:

By: _____

By: _____

Name: Jerome Chester

Name: _____

Title: Chief Financial Officer

Title: _____

Date: _____

Date: _____

Federal Tax ID No.: 94-6000417

UEID: DCTNHRGU1K75

NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS**CONTRACTOR AGREEMENT – ATTACHMENT I****SCOPE OF WORK**

Invoice No.	Amount	Deliverable	Due date
Invoice I	\$97,197.23	<p>1. Site Visits</p> <ul style="list-style-type: none"> Final site visit agenda for Saginaw County Health Department (\$16,245.74) Final site visit agenda for Arapahoe County Public Health (\$16,245.74) <p>2. Mentee Meetings</p> <ul style="list-style-type: none"> Notes from one-on-one meetings from July - January with Mentee Saginaw County Health Department (\$11,206.68) Notes from one-on-one meetings from July - November with Mentee Arapahoe County Public Health (\$11,206.68) <p>3. Leadership & Coaching Series (August - January)</p> <ul style="list-style-type: none"> Attendance at August leadership & coaching session (\$1,049.39) Attendance at September leadership & coaching session (\$1,049.39) Attendance at October leadership & coaching session (\$1,049.39) Attendance at December leadership coaching session (\$1,049.39) Attendance at January leadership coaching session (\$1,049.39) 	Due by or before March 30, 2024

		<p>4. NACCHO Check-Ins</p> <ul style="list-style-type: none"> • Attendance at check-in #1 with NACCHO point-of-contact (\$1,395.89) • Attendance at check-in #2 with NACCHO point-of-contact (\$1,395.89) <p>5. TA Summary</p> <ul style="list-style-type: none"> • Work plan updates and TA summary for Saginaw County Health Department (\$9,800.90) • Work plan updates and TA summary for Arapahoe County Public Health (\$9,800.90) <p>6. Facilitation of Sustainability Planning</p> <ul style="list-style-type: none"> • Final sustainability plan for Mentee Saginaw County Health Department (\$2,296.78) • Final sustainability plan for Mentee Arapahoe County Public Health (\$2,296.78) <p>7. Harm Reduction Panel Coordination Meetings</p> <ul style="list-style-type: none"> • Dates of attendance at up to 8 meetings to coordinate harm reduction panel (\$10,058.30) 	
Invoice II	\$1,801.77	Completion of final end-of-project evaluation activities (e.g. survey or interview)	Due by or before July 31st, 2024

National Association of County and City Health Officials - Reducing Overdose through Community Approaches Mentorship Program

BOS Budget & Finance Committee

**Emily Raganold, MPH
Overdose Prevention Quality and Contracts Manager, SFDPH**

June 5, 2024

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH



Overview of Agreement



Reducing Overdose through Community Approaches Mentorship Program:

- **Funder:** Centers for Disease Control and Prevention (CDC)
- **Third Party Administrator:** National Association of County and City Health Officials (NACCHO)
- **Amount:** Anticipated revenue of \$98,999
- **Timeline:** July 1, 2023 – July 31, 2024
- **Project:** Mentorship, leadership, consulting and technical assistance
- **Resolution:** Requesting authority for DPH to retroactively accept nonstandard terms in the grant agreement with NACCHO

Overview of Services



SFDPH will provide technical assistance and capacity building to local jurisdictions regarding overdose prevention. NACCHO will pay SFDPH for services completed. Funds will support the following activities:

- **Focus Groups:**

- Incentive cards for participation in focus groups to enhance overdose prevention activities

- **Naloxone Boxes:**

- Boxes to stock emergency doses of naloxone

- **Outreach Supplies:**

- Supplies for staff conducting outreach in community settings, including face shields, naloxone pouches, etc.

Non-Standard Terms in Agreement and Retroactivity



Non-standard terms in Agreement:

- Enter into agreement with NACCHO for **funding** of \$98,999
- Obligates the City to agree to **binding arbitration**

Retroactivity:

- SFDPH is seeking retroactive authorization to accept non-standard terms in NACCHO agreement, which DPH received on April 10, 2024.
- After discussions between the City Attorney's Office and NACCHO, DPH decided to accept the non-standard terms in the agreement.

DPH respectfully requests retroactive approval of this item.

Thank you!



San Francisco Department of Public Health

Grant Colfax, MD
Director of Health

City and County of San Francisco
London N. Breed
Mayor

Memorandum

To: Honorable Members of the Board of Supervisors

From: San Francisco Department of Public Health

Date: Monday, May 13, 2024

Re: Grant Agreement - Retroactive - National Association of County and City Health Officials (NACCHO) – Reducing Overdose through Community Approaches (ROCA) Mentorship Program - \$98,999

This item is retroactive due to discussions with the City Attorney's Office (CAT) and the National Association of County and City Health Officials (NACCHO) on non-standard terms within NACCHO's grant agreement.

This Resolution seeks retroactive authorization for the Department of Public Health (DPH) to accept non-standard terms in the Reducing Overdose through Community Approaches (ROCA) Mentorship Program agreement from the Centers for Disease Control and Prevention through the third-party administrator, National Association of County and City Health Officials (NACCHO). The grant funds are to be accepted and expended through the Controller's Office because this grant is under \$100,000.

On April 10, 2024, DPH received the subaward agreement from NACCHO for a project start date of July 1, 2023. The agreement was forwarded to the City Attorney's office for review on May 9, 2024. After discussing non-standard items in the agreement, it was decided by DPH to accept the non-standard items and forward the agreement to the Board of Supervisors for approval. We respectfully request retroactive authorization for this item.

Please contact Greg Wong, grants analyst, at greg.wong@sfdph.org for any questions about this request for retroactive authorization.



San Francisco Department of Public Health

Grant Colfax, MD
Director of Health

City and County of San Francisco
London N. Breed
Mayor

Memorandum

To: Honorable Members of the Board of Supervisors

From: San Francisco Department of Public Health

Date: Thursday, May 30, 2024

Re: Grant Agreement - Retroactive - National Association of County and City Health Officials (NACCHO) - Reducing Overdose through Community Approaches (ROCA) Mentorship Program - \$98,999

This item is retroactive due to discussions with the City Attorney's Office (CAT) and the National Association of County and City Health Officials (NACCHO) on non-standard terms within NACCHO's grant agreement.

This Resolution seeks retroactive authorization for the San Francisco Department of Public Health (DPH) to accept non-standard terms in the Reducing Overdose through Community Approaches (ROCA) Mentorship Program agreement from the Centers for Disease Control and Prevention through the third-party administrator, National Association of County and City Health Officials (NACCHO). The grant funds are to be accepted and expended through the Controller's Office because this grant is under \$100,000.

On April 10, 2024, DPH received the subaward agreement from NACCHO for a project start date of July 1, 2023. The agreement was forwarded to the City Attorney's office for review on May 9, 2024. After discussing non-standard items in the agreement, it was decided by DPH to accept the non-standard items and forward the agreement to the Board of Supervisors for approval. We respectfully request retroactive authorization for this item.

Please contact Greg Wong, grants analyst, at greg.wong@sfdph.org for any questions about this request for retroactive authorization.



City and County of San Francisco
London N. Breed, Mayor

San Francisco Department of Public Health

Grant Colfax, MD
Director of Health

May 13, 2024

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors retroactively approving an agreement between the San Francisco Department of Public Health and the National Association of County and City Health Officials with anticipated revenue to the City of \$98,999.

The following is a list of accompanying documents:

- Proposed Resolution
- Memo-Retroactive Explanation
- Proposed Agreement 2024-040103

For questions on this matter, please contact Reanna Albert at (628) 271-6178, reanna.albert@sfdph.org.

Thank you for your time and consideration.

Sincerely,

Sincerely,

Reanna Albert

Reanna Albert
Senior Contracts Analyst
Office of Contracts Management and Compliance
DPH Business Office

cc: Dr. Grant Colfax, Director of Health
Jenny Louie, Chief Operating Officer
Michelle Ruggels, Director, DPH Business Office
Rob Longhitano, Director, DPH Contracts and Compliance

The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~

~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

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