

File No. 091253

Committee Item No. 4

Board Item No. 6

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Public Safety Date November 16, 2009

Board of Supervisors Meeting Date November 24, 2009

Cmte Board

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

OTHER

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Completed by: Alisa Somera Date November 13, 2009

Completed by: Alisa Somera Date November 10, 2009

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document can be found in the file and the online version.

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1 [Accept & Expend grant for H1N1 Swine Flu Information and Guidance Team.]

2
3 **Resolution authorizing the San Francisco Department of Public Health (DPH) to accept**
4 **and expend retroactively a grant in the amount of \$180,000 from the Metta Fund to**
5 **support the Swine Flu Information and Guidance Team; for the period of October 6,**
6 **2009 through October 5, 2010.**

7
8 WHEREAS, DPH's Communicable Disease Control and Prevention Section was
9 awarded a grant from the Metta Fund, in the amount of \$180,000 for the period of October 6,
10 2009 through October 5, 2010; and,

11 WHEREAS, The purpose of this grant is to support four individuals who can respond to
12 calls, develop information and assist with vaccination distribution planning for San Francisco;
13 and,

14 WHEREAS, The grant does not require an ASO amendment and partially reimburses
15 the Department for four existing positions: two Physician Specialists (Job Class #2230) at
16 1.00 and 0.42 FTE and two Public Service Trainees (Job Class #9910) at 1.00 and 0.75 FTE
17 for the period October 6, 2009 through October 5, 2010; and,

18 WHEREAS, The budget does not include a provision for indirect costs in order to
19 maximize the use of grant funds on direct services; now therefore, be it

20 RESOLVED, That DPH is hereby authorized to accept and expend retroactively the
21 grant from the Metta Fund in the amount of \$180,000; and, be it

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

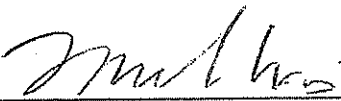
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FURTHER RESOLVED, That the Controller is directed to designate all positions funded under this agreement as "G" or grant-funded positions which would terminate when the agreement expires; and, be it

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

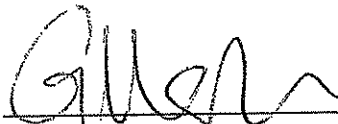
FURTHER RESOLVED, That the Director of Health is authorized to enter into the agreement on behalf of the City.

RECOMMENDED:




Mitchell Katz, M.D.
Director of Health

APPROVED:



Office of the Mayor



Office of the Controller



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. *MK*
Director of Health
DATE: October 22, 2009
SUBJECT: Accept and Expend Resolution for Subject Allocation
GRANT TITLE: Swine Flu Information and Guidance Team

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
- Grant award letter from funding agency
- Grant Application

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

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).

File Number: 091253
(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: H1N1 Swine Flu Information & Guidance Team
2. Department: Public Health, Communicable Disease Control & Prevention Section
3. Contact Person: Karen Holbrook Telephone: 415-554-2748
4. Grant Approval Status (check one):

Approved by funding agency Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$ 180,000.00

- 6a. Matching Funds Required: none
b. Source(s) of matching funds (if applicable): not applicable

- 7a. Grant Source Agency: Anonymous
b. Grant Pass-Through Agency (if applicable): not applicable

8. Proposed Grant Project Summary:

The Health Department is expecting a very active flu season this year with both seasonal and H1N1 swine flu viruses circulating and with a new vaccine to provide to San Francisco residents. The Health Department will receive large numbers of requests for information from the public, clinicians, city agencies and businesses throughout the flu season (October through April). The Health Department has partnered with our 311 system and they will serve as the first point of contact for all non-clinical calls. When 311 is unable to answer a question, they will refer callers to our website and to the Communicable Disease Control and Prevention Section (CDCP) within the Health Department or, if activated, to the Health Department's H1N1 swine flu response, which is staffed by many people from the CDCP section. The funds from this grant will support an "Information and Guidance Team" of 4 individuals, who can respond to calls, develop information and if necessary assist with vaccination distribution planning for San Francisco. The team will consist of a mix of clinical and health education staff.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: October 6, 2009

End-Date: October 5, 2010

10. Number of new positions created and funded:
No new positions are created, but funding will be used to pay the salary for four as-needed temporary exempt positions:

- 1.00 FTE, job class #2230 -Physician Specialist
- 0.42 FTE, job class #2230- Physician Specialist
- 1.00 FTE, job class #9910- Public Service Trainee
- 0.75 FTE, job class #9910- Public Service Trainee

11. If new positions are created, explain the disposition of employees once the grant ends? Not applicable

12a. Amount budgeted for contractual services: None

b. Will contractual services be put out to bid? Not applicable

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? Not applicable

d. Is this likely to be a one-time or ongoing request for contracting out? Not applicable

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

b1. If yes, how much?

b2. How was the amount calculated?

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 requests retroactive approval because the funder did not send the award letter/agreement until September 4, 2009, with a project start date of October 6, 2009. We respectfully request for approval to accept and expend these funds retroactive to October 6, 2009.

****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)

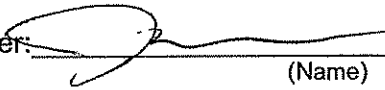
New Program(s) or Service(s)

New Site(s)

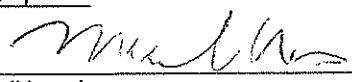
New Structure(s)

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:  _____ (Name)

Date Reviewed: 10/23/09

Department Approval:  _____ (Name) (Title)

(Signature)

San Francisco Department of Public Health
 Communicable Disease Control and Prevention Section

H1N1 Swine Flu Information and Guidance Team
 For the Period: October 6, 2009 – October 5, 2010

Budget Justification

A. SALARY **\$165,860**

As-Needed Physician Specialists

1 – 2230 at 1.00 FTE for 6 months = 1,040 as-needed hours

1 – 2230 at 0.42 FTE for 6 months = 437 as-needed hours

Total Salary for As-Needed Physician Specialists **\$96,619**

The Physician Specialists will provide accurate and timely guidance and information about Novel H1N1 influenza to clinicians, emergency leaders and responders, the public, and other stakeholders.

As-Needed Public Service Trainees

1 – 9910 at 1.00 FTE for 6 months = 1,040 as-needed hours

1 – 9910 at 0.75 FTE for 6 months = 780 as-needed hours

Total Salary for As-Needed Public Service Trainees **\$69,241**

The Public Service Trainees will provide assistance in disseminating accurate and timely guidance and information about H1N1 swine influenza and seasonal influenza to the general public and to specific San Francisco groups.

B. MANDATORY FRINGE **\$14,140**
Calculated at 8.525% of Total Personnel **\$14,140**

C. TRAVEL **\$0**

D. EQUIPMENT **\$0**

E. MATERIALS AND SUPPLIES **\$0**

F. CONTRACTUAL **\$0**

G. OTHER EXPENSES **\$0**

H. INDIRECT COST **\$0**

TOTAL BUDGET **\$180,000**

San Francisco Department of Public Health
Communicable Disease Control and Prevention Section

H1N1 Swine Flu Information and Guidance Team
For the Period: October 6, 2009 – October 5, 2010

Budget Summary

A. SALARY	\$165,860
B. MANDATORY FRINGE	\$14,140
C. TRAVEL	\$0
D. EQUIPMENT	\$0
E. MATERIALS AND SUPPLIES	\$0
F. CONTRACTUAL	\$0
TOTAL DIRECT COSTS	\$180,000
H. INDIRECT COSTS	\$0
TOTAL BUDGET	\$180,000



September 4, 2009

Dr. Mitchell H. Katz
Director of Health
San Francisco Department of Public Health
101 Grove Street
Room 310
San Francisco, CA 94102

Dear Dr. Katz,

I am pleased to write that the Trustees of the Metta Fund ("Metta"), a California nonprofit public benefit corporation, have approved a grant of \$180,000 to support the San Francisco Department of Public Health (the "Grantee"), a California nonprofit public benefit corporation, for its Clinical and Health Education Staff. This letter serves as the grant agreement (the "Agreement") between Metta and the Grantee and as such, it outlines the terms and conditions that apply to the Grant. This letter is intended by the parties to be a legally binding document.

Terms and Conditions

Conditions Precedent. In addition to its other rights and remedies hereunder, Metta shall have no obligation to make any payments or otherwise perform under this Agreement if at any time during the term of this Grant (i) the Grantee shall not be duly incorporated as a nonprofit public benefit corporation under the laws of the State of California; (ii) the Grantee shall not be organized or operated exclusively for charitable, scientific, or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 as amended ("Code"); or (iii) Metta shall have determined in its reasonable judgment that any payment made or to be made to Grantee hereunder would be classified as a "taxable expenditure" within the meaning of Section 4945 of the Code.

Summary of Grant Purpose, Scope, and Deliverables. This Grant is made solely to support the operation by the Grantee of Clinical and Health Education Staff (the "Project"). The Project shall be operated at all times in accordance with your written Grant proposal and approved budget for the Project, which is attached to this Agreement and made a part hereof ("Grant Proposal"); and subject to the other terms and conditions of this Agreement. The Grant shall be for the stated period of the Grant

herein, unless the Grant is earlier terminated ("Grant Period").

Grant Period. The grant period for the project being supported by this grant will begin on the date the grant funds are distributed and will conclude twelve (12) months after that date. Grant funds must be expended in full no later than thirty (30) days after the conclusion of the grant period unless otherwise authorized in writing by Metta.

Proposal/Budget Reference. All of the Grant funds, as well as any income earned on those funds, are to be used and applied at all times for the Project in accordance with the Grant Proposal; *provided however* that in the event of any conflict between this Agreement and the Grant Proposal, the terms of this Agreement shall control.

Metta Program Officer. Metta has assigned staff responsibility for the Grant to Delia Reid, Vice President of Programs. Please address all questions, communications, and reports concerning the Grant to this staff member.

Payment Schedule. The Grant will be paid to the Grantee in the following installments, unless the grant period is earlier terminated:

- \$180,000 upon receipt of grant agreement

Reporting Requirements. As part of its commitment to the success of the project, Metta is very interested in monitoring the activities and outcomes of the Grantee's project. Such monitoring may include meetings with Grantee personnel and visits to sites where Grantee activities are being implemented to observe these activities and meet with project participants. The Grantee shall be required to submit:

- *a final project and expense report, due no later than 30 days after the end of the grant period.*

The Foundation will be in contact with you concerning the specifics of these reports at least a month before the due dates.

Public Announcements and Written Documents. *The Grantee agrees to refrain from making any public announcement of this grant and to refer to the funding source as "Anonymous."*

Required Use of Grant Funds. The Grant is made only for the purposes and activities described herein and in the Grant Proposal. Any funds not expended or committed for the purposes of the Grant within the grant period (or any authorized extension of the grant period, if any) must be returned to Metta within thirty (30) days after the close of the grant period. In accordance with the requirements of the Internal Revenue Code and this Agreement, the Grant funds must be expended exclusively for charitable, scientific or educational purposes. In the event of termination of this Agreement as set forth below, Metta may seek return of any misappropriated misused funds. The Grantee further agrees to promptly return any unexpended funds in the event of a

termination of this agreement as outlined below.

Changes. Permission to make any major changes in program objectives, implementation strategy, key personnel, timetable, or the approved budget for the Project (defined as line items added or deleted or transfers among line items, amounting to \$1,000 or ten percent (10%) of the approved line item amount, whichever is larger), must be requested in writing, and the approval of Metta must be obtained, before such changes are implemented. Metta may approve or withhold approval of such changes in its discretion, which shall not be unreasonably withheld if the proposed change is consistent with this Agreement and the exempt purposes of the Grant.

Financial Records; Audit. Any unexpended Grant funds must be maintained by you at all times in a segregated fund that is dedicated exclusively to the exempt purposes of the Grant. In addition, the receipt and expenditures of these funds must be shown separately in your accounting records. You agree to maintain complete books and records of revenues and expenditures for the Project, together with appropriate supporting documentation, for at least four (4) years after completion of the grant period. Metta shall have the right to audit the Project from time to time upon reasonable notice during and after the grant period; and you agree to make such books and records available for inspection at reasonable times if and as deemed necessary by Metta.

Limitation. This Grant is made with the understanding that Metta does not have any obligation to provide other or additional funding or support to the Grantee.

Prohibitions. The Grant funds may not be used for any improper or unlawful purpose, including but not limited to any of the following:

- to attempt to influence legislation or the outcome of any specific public election;
- to carry on, directly or indirectly, any voter registration drive;
- to make grants to individuals or to other organizations which do not comply with the requirements of Section 4945(d)(3) or (4) of the Code. Subject to any Internal Revenue Service regulation or ruling to the contrary, the parties agree that the payment of reasonable compensation to your employees does not constitute a "grant" for this purpose, and is not subject to this restriction; or
- to undertake any activities for a non-charitable purpose.

Nondiscrimination. The Grantee shall provide the services and benefits under the Grant without regard to race, color, religion, national or ethnic origin, sex, age or sexual preference, subject only to specific approved research or medical objectives of the Grant as set forth in the Grant Proposal.

Independent Contractor. The Grantee is and shall act as an independent contractor at

all times. Neither the Grantee nor any of its employees or agents or contractors shall be an employee, agent, partner or joint venturer of Metta for any purpose. Neither party has any right to act as an agent for or enter into any obligation on behalf of the other party to any extent. Metta shall not be responsible for the acts or omissions of the Grantee or its employees or agents to any extent.

Termination. Without limiting its other rights or remedies, Metta in its sole discretion may terminate this Agreement or the Grant or withhold or defer payment of Grant funds, upon written notice to the Grantee, if (a) Metta is not reasonably satisfied with the quality of the Grantee's work or progress toward achieving the stated goals; (b) Metta concludes on reasonable grounds that the Grantee is incapable of satisfactorily completing the Project or has ceased to be an appropriate means of accomplishing the purposes of the Grant; (c) the Grantee materially abandons the Project; (d) the Grantee fails to meet or breaches any material terms and conditions of this Agreement; (e) there is a material change of control of the Grantee; (f) the Grantee terminates or purports to terminate this Agreement; or (g) Metta reasonably determines that any of payments under this Agreement constitute "taxable expenditures" by Metta within the meaning of Section 4945 of the Code or are otherwise unlawful under applicable federal or state law. This Agreement and the Grant also shall immediately terminate without notice in the event that (i) the Grantee commences liquidation or dissolution or similar proceedings; (ii) the Grantee transfers all or substantially all of its assets to another organization or entity; (iii) the Grantee becomes insolvent; (iv) the Grantee or third persons file a voluntary or involuntary petition in bankruptcy to have the Grantee declared bankrupt or insolvent or commence any other proceeding of reorganization, arrangement or similar relief by or for the Grantee under any applicable law regarding insolvency or relief for debtors; (v) the Grantee makes a general assignment for the benefit of creditors or any similar undertaking; or (vi) a receiver, trustee or similar officer for the operations or property of the Grantee is appointed under applicable law.

In the event of the termination of this Agreement, the Grant shall immediately terminate. All of the rights of Metta, all of the obligations of the Grantee, and all claims or causes of action in existence on the date of termination, each shall survive termination.

Choice of Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of California, without reference to the conflict of laws provisions thereof.

General Terms and Conditions. This Agreement (including but not limited to the Grant Proposal) is the entire agreement between Metta and the Grantee (and in the case of the indemnification provisions hereof, between Metta and the Indemnifying Parties) and supersedes any previous or contemporaneous agreements or statements between the parties or their representatives, whether written or oral or express or implied. In the event of any conflict between the other terms of this Agreement and the Grant Proposal, the terms of this Agreement shall control. This Agreement may only be amended, waived or modified by the parties in a writing signed by the parties referring

to this Agreement. No waiver by any party of a breach or violation of this Agreement or any failure to exercise any right hereunder shall operate or be construed as a waiver of any subsequent breach or violation of the same or of a different kind. Notice shall be by personal delivery or by telefacsimile to the principal office of the recipient in California, and shall be effective when received. The Grantee represents and warrants that the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on the part of the Grantee, and that the officer signing this Agreement has the right, power and authority to sign and deliver this Agreement on behalf of the Grantee.

Neither the Grantee nor the other Indemnifying Party shall assign or transfer this Agreement or any of its rights or obligations under this Agreement without prior written consent of Metta, which may be withheld in its sole discretion; and any purported assignment or transfer shall be null and void. Subject to the foregoing restriction on assignment, this Agreement binds each of the parties and their respective officers, directors, affiliates, members, representatives, successors and assigns.

In the event any part of this Agreement is held invalid or unlawful by the final judgment of a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect; *provided however* that if any material part of the section of this Agreement entitled "Prohibitions", "Termination" or "Indemnification" is held invalid or unenforceable, then Metta shall have the unilateral right to immediately terminate and rescind this Agreement in addition to its other rights or remedies.

If this letter correctly sets forth your understanding of the terms of this grant, please indicate your organization's acceptance of this agreement and agreement to comply with all of the terms and conditions set forth herein **by signing both sets** and returning them to the Metta Fund. We will then return a signed grant agreement with the applicable grant funds.

I look forward to our work with you on this very important project.

Sincerely,

Delia Reid
Vice President of Programs

ACCEPTED AND AGREED TO:

Metta Fund
Name: Delia Reid
Title: VP of Programs
Date: 09/28/09

Grantee
Organization: San Francisco Department of Public Health
Project Title: Clinical and Health Education Staff
Name: [Signature]
Title: Director of Health
Date: September 17, 2009

Please return both fully signed originals of this document to:

Delia Reid, Vice President of Programs
Metta Fund
770 Tamalpais Drive, Suite 309
Corte Madera, California 94925

A COPY OF THE GRANT PROPOSAL FOR THIS PROJECT AS APPROVED BY
METTA FUND SHALL BE ATTACHED AS AN EXHIBIT TO THIS AGREEMENT AND
MADE A PART OF THE AGREEMENT.

* * *



Gavin Newsom
Mayor

Mitchell H. Katz, MD
Director of Health

August 26, 2009

Delia Reid
Vice President of Programs
Metta Fund
770 Tamalpais Drive, Suite 309
Corte Madera, CA 94925

Delia
Dear Ms. Reid:

As you know, we are expecting an active flu season this year, with both seasonal and novel H1N1 viruses circulating. Over the last couple of years, the Metta Fund has been very helpful to our flu preparedness and outreach projects and we would like to request funding for assistance during the coming months.

We are anticipating a large increase in requests for flu information from the public, clinicians, and businesses over the next 6-8 months. We have partnered with our 311 system and they will serve as the first point of contact for all non-clinical calls. When 311 is unable to answer a question, they will refer callers to our website and to our Communicable Disease Control and Prevention (CDCP) section. We are unfortunately not staffed to respond to all of the additional calls and requests for information, nor create the new materials that will be needed for clinicians, businesses, city agencies, shelters, the schools, long term care facilities and other private sector entities. In addition, we will need additional staff to help plan and implement our H1N1 vaccination clinics in late October and November.

We would like to propose that Metta Fund staff an "Information Team" of approximately 5 individuals, who can respond to calls, develop information, and assist with vaccination clinic planning over the period of September 15th, 2009 through March 15th, 2010. This team would consist of a mix of a clinical and health education staff and could be funded with \$180,000 for this time period.

Given the tight time frame for this project, this is a brief overview of our needs. Please let me know if you would be interested in a more detailed proposal.

Thank you for your consideration.

Sincerely,

MITCHELL H. KATZ, MD
Director of Health