

**MODIFICATION TO 2016-18
HEALTH CARE FOR THE HOMELESS CONTRACT**

The 01/01/16 - 12/31/18 Health Care for the Homeless contract between San Francisco Community Clinic Consortium and the San Francisco Department of Public Health is modified as follows:

Article III, Compensation, Section 3.02

Subject to the availability of grant funds, the Consortium shall pay Clinic supplemental funding not to exceed \$365,000 annually to provide services pursuant to this Agreement for expansion of dental services at its service sites. Total HCH funding for CY2016: \$1,281,209. Total annual funding for CY2017 and CY2018 is \$1,401,309, for each year.

CY2016 Funds are earmarked to the following service sites and have been amended to include the expansion dollars

Curry Senior Center Part I	\$89,716
Tom Waddell Health Center Part II	595,662
Tom Waddell Dental Center Part III	127,854
Southeast Dental Part IV	306,800
Castro-Mission Health Center Part V	64,924
Tom Waddell Golden Gate Family Residences Part VI	96,253
Total	\$1,281,209

Exhibit D, Approved Budget and Personnel Detail

Clinic shall provide a revised budget and Personnel Breakout reflecting the addition of these funds.

Exhibit F, Eligible Patients, Program Encounters and Service Deliverables, Section 3.0,

The proposed deliverables for HCH funding were revised to include the expansion services.

Tom Waddell Urban Health Center:

Type of Service	Funded by Federal HCH	Funded by Other Sources	Total
Physician	1,604	14,000	15,604
Nurse Practitioner	1,300	1,900	3,200
Nurse Midwife		1,000	1,000
Nursing	1,200	2,500	3,700
Dental	635	400	1035
Mental Health	199	0	199
Substance Use	241	0	241
Case Management	991	1,000	1,991
Other Health		40	40
Total	6170	20,840	27,010
Unduplicated homeless clients	2,603	2,500	5,103

Castro Mission Health Center:

Type of Service	Funded by Federal HCH	Funded by Other Sources	Total
Physician	400	1,300	1,700
Nurse Practitioner	15	135	150
Nursing	40	75	115
Mental Health	25	45	60
Case Management	150	250	400
Other Health		35	35
Total	630	1,840	2,470
Unduplicated homeless clients	150	225	375

Southeast Health Center

Type of Service	Funded by Federal HCH	Funded by Other Sources	Total
Dental	921	0	921
Total	921	0	921
Unduplicated homeless clients	292	0	292

Curry Senior Center

Service Type	Funded by Federal HCH	Funded by Other Sources	Total
Physician	425		425
NP	25		25
Case Mgmt	46		46
SA	280		280
Total	776	0	776
<i>Unduplicated Clients</i>	265		265

Other SFDPH Sites within HCH Grant Scope of Project:


Type of Service	Funded by Other Sources
Physician	24,000
Nurse Practitioner	6,600
Nurse Midwife	100
Nursing	2,800
Dental	200
Mental Health	1,200
Case Management	2,500
Other Health	250
Health Education	100
Total	37,750
Unduplicated homeless clients	7,000

All other terms and conditions of the Health Care for the Homeless contract previously executed by the parties remain in full force and effect.

Effective Date: 07/01/2016

FOR SFDPH

FOR SFCCC



EXECUTIVE DIRECTOR



JOHN GRESSMAN
PRESIDENT/CEO

**SAN FRANCISCO COMMUNITY CLINIC CONSORTIUM
 HEALTH CARE FOR THE HOMELESS SUB-RECIPIENT AGREEMENT**

Federal Award Information	
Subaward of Federal funds	Yes
Sub-Recipient Reregistered Name under the Data Universal Number System (DUNS)	San Francisco Department of Public Health
Sub-Recipient DUNS number	103-717-336
EIN	94-2897258
Federal Award Identification Number	H80CS00049
Federal Award Date	January 1, 2016
Subaward Period of Performance Start & End Date	1/1/2016 – 12/31/2018
Amount of Federal Funds Obligated by this Action	\$6,114,233
Total Amount of Federal Funds Obligated to the Sub-Recipient	CY 2016: \$1,073,709 CY 2017: \$1,036,309 CY 2018: \$1,036,309
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Health Center Cluster Funding for San Francisco Health Care for the Homeless Program
Name of Federal Awarding Agency, Pass-Through Entity, and Contact Information for Awarding official at Pass-Through Entity	1) FAA: Health Resources and Services Administration / Bureau of Primary Health Care 2) PTE: San Francisco Community Clinic Consortium 3) Contact Information for PTE Awarding Official: John Gressman, SFCCC President & CEO 2720 Taylor Street, Ste. 430 San Francisco, CA 94133 jgressman@sfccc.org ; (415) 355-2220
CFDA Number and Name	93.224
Indirect cost rate for the Federal award	None
Sub-Recipient's indirect cost rate	N/A
Is the award for research and development?	No

This Sub-Recipient Agreement (“Sub-Recipient Agreement” or “Agreement”) is entered into effective January 1, 2016 by and between San Francisco Community Clinic Consortium (“Consortium”), a nonprofit public benefit corporation, and San Francisco Department of Public Health (“Sub-Recipient”), a nonprofit public benefit corporation. This Agreement is a sub-award of federal funds awarded from the Consortium to Sub-Recipient for its provision of services to the population residing in and around the service area as defined in Section 1.08 below. It is a cost-reimbursement agreement pursuant to which the Consortium will pay Sub-Recipient for certain actual and allowable costs incurred in delivering the Services.

RECITALS

- (a) The Consortium receives grant funds pursuant to the Healthcare for the Homeless (HCH) program funded under Section 330(h) of the Public Health Service Act (the Grant) to support the provision of services to homeless individuals and families and at-risk youth, and to serve as the lead agency in managing the HCH funds.
- (b) The Grant authorizes the Consortium to enter into Sub-Recipient Agreements with health care service providers under which the Consortium will award a portion of the Grant to Sub-Recipient to support Sub-Recipient’s provision of services to Eligible Patients/Participants/Clients (as defined below) residing in Sub-Recipient’s service area in order to achieve the goals of the program underlying the Grant.
- (c) Sub-Recipient is a health care provider and is qualified and desires to enter into this Sub-Recipient Agreement with the Consortium to provide certain health care services as required under this Sub-Recipient Agreement.
- (d) The Consortium and Sub-Recipient enter this Sub-Recipient Agreement in order to arrange for the provision of such services, subject to the terms and conditions as set forth below.

Therefore, the parties agree as follows:

ARTICLE I **DEFINITIONS**

1.01 “Allowable Costs” shall mean those Grant Program costs incurred by Sub-Recipient and set forth in a Budget, and which are “allowable” consistent with applicable federal, State, Local and other applicable Grantor and/or regulatory cost principles, in particular, the cost principles under the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” at 45 C.F.R. Part 75, Subpart E, as applicable.

HCH SUB-RECIPIENT AGREEMENT FOR NON-330(E) CLINIC
January 2016-December 2018

1.02 "Budget" shall mean a comprehensive plan and financial budget prepared by Sub-Recipient and approved by the Consortium.

1.03 "City" shall mean the City and County of San Francisco, CA, a municipal corporation.

1.04 "DHHS" shall mean the United States Department of Health and Human Services.

1.05 "Eligible Patient/Participant/Client" shall mean any person who is a member of the target group designated by the Consortium to receive services or who otherwise meets the criteria for eligibility as listed in Exhibit F of this Agreement.

1.06 "Executive Director" shall mean the executive director or similar chief executive officer of Sub-Recipient or her/his designee.

1.07 "Grant" shall mean the grant funds awarded to Consortium pursuant to the Healthcare for the Homeless (HCH) program funded under Section 330(h) of the Public Health Service Act.

1.08 "Grant Service Area" shall mean the geographic area of the City and County of San Francisco, CA served by Sub-Recipient under the Grant, unless otherwise specified herein.

1.09 "Grant Program" shall mean the health program operated by the Consortium and Sub-Recipient pursuant to the Grant.

1.10 "Grantor" shall mean the source of funding for the Consortium under whose direction, instructions and terms the Consortium shall develop the Grant Program with Sub-Recipients.

1.11 "Invoice" shall mean the form prescribed by the Consortium by which Sub-Recipient requests reimbursement for services provided pursuant to Exhibit B and/or this Sub-Recipient Agreement.

1.12 "President and Chief Executive Officer" shall mean the President and Chief Executive Officer of the Consortium or her or his designated agent.

1.13 "Provider" shall mean a physician, mid-level practitioner, nurse, dentist, psychiatrist, psychologist, mental health worker, social worker, counselor, or other individual or

institution who or which is duly licensed and/or otherwise qualified to provide health care services in the State of California.

1.14 "Services" shall mean the health care, education, prevention, outreach, case management, mental health, substance abuse, and other required services set forth in Exhibit E of this Agreement.

1.15 "Service Deliverables" shall mean the number of unduplicated clients to be served, the number of units of service, by type of service, to be provided and/or other activities to be accomplished by Sub-Recipient, as set forth in Exhibit F of this Agreement.

1.16 "Vice President, Finance and Operations" shall mean a person employed by the Consortium who is designated as the contact person and chief coordinator for fiscal and grants management services to Sub-Recipient under the terms of this Sub-Recipient Agreement.

1.17 "Vice President, Administration" shall mean a person employed by the Consortium who is designated as the contact person and chief coordinator of the services to be provided under the terms of this Sub-Recipient Agreement.

ARTICLE II **SCOPE OF WORK**

2.01 Need & Provision of Services.

- (a) Sub-Recipient must provide to the Consortium by April 1, 2017, and annually thereafter, documentation that addresses the need for homeless services within the Sub-Recipient's service area. This needs assessment must address geographic, demographic, and economic factors; health care and other resources in the area; and the health status of the homeless community targeted for Services.
- (b) Sub-Recipient shall provide or arrange the provision of the Services, as defined in Section 1.14 of this Agreement and as set forth in **Exhibit E**, attached hereto and incorporated herein by reference, during the term of this Sub-Recipient Agreement. Sub-Recipient shall provide contracted Service Deliverables set forth in **Exhibit F**, attached hereto and incorporated herein by reference. Sub-Recipient shall promptly and continuously employ or otherwise retain Providers and other staff as may be necessary to furnish the Services and provide the Service Deliverables.

Sub-Recipient shall comply with all requirements in accordance with the HCH Grant, Section 330 of the Public Health Service Act, Program Requirements and policies issued by the DHHS Health Resources and Services Administration (HRSA) and 2 C.F.R. Part 20045 C.F.R. Part 75, and shall submit documentation and attestation to the Consortium as requested, and as specifically delineated in **Exhibits G and H**, attached hereto and incorporated herein by reference.

- (c) Sub-Recipient shall ensure that the Services are available to all patients within the Grant Service Area who require such Services. For Services not provided directly by Sub-Recipient, Sub-Recipient shall execute established written contracts or referral agreements consistent with HRSA requirements set forth in HRSA Policy Information Notice (PIN) #2008-01, the *Health Center Program Site Visit Guide*, and Section 4.08 of this Agreement.
- (d) Sub-Recipient shall provide or arrange the provision of after-hours coverage during times when its sites are closed.
- (e) Sub-Recipient shall promptly notify the Consortium of any material changes or modifications to the approved scope of services or approved sites at which services. Such modifications shall be submitted, reviewed and approved/disapproved consistent with the requirements set forth in Section 7.02 of this Agreement.
- (e) In addition to the terms and conditions set forth herein, as a condition of transfer of the HCH funds previously sub-awarded to Curry Senior Center to Sub-Recipient, Sub-Recipient agrees to comply with the additional terms and conditions set forth in **Exhibit K**, attached hereto and incorporated herein by reference.

2.02 Licensure and Standards. Sub-Recipient shall comply with all applicable licensure and regulatory standards. Sub-Recipient shall also insure that all Providers performing Services pursuant to this Agreement shall:

- (a) At all times be licensed to practice in the State of California (if such licensure is required);
- (b) Be appropriately credentialed and privileged in accordance with the requirements of HRSA PINs #2001-16 and #2002-22;

- (c) Comply with all applicable laws, rules and regulations of any and all governmental authorities; and
- (d) Provide high quality, professional care based upon generally accepted community standards of practice.

2.03 Geographic & Site Limitations. Sub-Recipient shall provide Services pursuant to this Sub-Recipient Agreement only within the Grant Service Area defined in Section 1.08 of this Agreement. Service sites operated by Sub-Recipient that are included in the federally approved HCH grant scope of project shall be consistent with those sites listed in the federal Electronic Handbook for Consortium's HCH grant.

2.04 Patient Eligibility. Sub-Recipient shall assure that all patients who receive Services pursuant to this Sub-Recipient Agreement are Eligible Patients, as defined in **Exhibit F**. All determinations of eligibility must be documented in a manner that is satisfactory to the Grantor and the Consortium. Failure to adequately document such eligibility may, in the Consortium's sole discretion, result in non-payment to Sub-Recipient for Services furnished to non-eligible patients, as otherwise required under this Sub-Recipient Agreement.

2.05 Relationship with Patients. Sub-Recipient and/or its Providers shall:

- (a) Provide Services under this Sub-Recipient Agreement in accordance with (i) all applicable patients' rights and responsibilities as established by law, regulations and internal policies and procedures of Grantor, Consortium and Sub-Recipient; (ii) Sub-Recipient's health care policies and procedures, as set forth in Section 4.04 of this Agreement; and (iii) standard medical practices and ethical principle. Eligibility policies for shall be in writing and available to the public as indicated by the Grantor and the Consortium;
- (b) Charge Eligible Patients for any Services rendered only as permitted or stipulated in Article III of this Agreement;
- (c) Accept Eligible Patients for care without regard for race, color, creed, gender, age, national origin, ethnicity, ancestry, gender expression, sexual orientation, disability, insurance status/payor source or other socio-economic factors; and
- (d) Provide documentation to the Consortium by April 1, 2017 and annually thereafter that all patients receive a written patient rights policy and grievance procedure.

2.06 Compliance with OSHA Policies. Sub-Recipient shall fully comply with OSHA/CAL-OSHA Universal Control Policies, and the Consortium's Safety Manual provisions, which are available by request, or equivalent Sub-Recipient provisions. Such policies and provisions are incorporated in this Sub-Recipient Agreement as though set forth in full.

2.07 Meetings and Trainings. Sub-Recipient shall make available key staff responsible for implementation of the Grant for administrative and programmatic meetings, conferences and trainings as determined appropriate and required by the Consortium. In particular, Sub-Recipient shall provide staff responsible for coordination of the HCH program to attend HCH coordinators' meetings, as reasonably convened by Consortium. The Consortium shall make every effort to notify Sub-Recipient of a required meeting at least fourteen (14) days prior to such meeting and to collaborate with Sub-Recipient in training determinations. Failure of staff to attend on a regular basis may result in suspension or termination of this Sub-Recipient Agreement.

2.08 Program Development. Program development, implementation and supervision shall be the responsibility of Sub-Recipient, subject to applicable Grantor requirements and conditions of grant award and consistent with Article IV of this Agreement. The Consortium shall provide oversight, technical assistance, consultation and guidance to program staff and Sub-Recipient administration. Sub-Recipient shall immediately notify the Consortium of any material changes or modifications to the approved Grant Program or any other changes or developments that would significantly impact the activities contemplated hereunder. Sub-Recipient shall obtain written approval from the Consortium prior to implementing such changes.

2.09 Assurances and Certifications. In connection with the provision of Services pursuant to this Sub-Recipient Agreement and as applicable, Sub-Recipient and the Consortium each agrees to comply with the Assurances expressed in **Exhibit A**, which is attached hereto and incorporated herein by this reference. In addition, Sub-Recipient and the Consortium each specifically agree:

- (a) To comply with the Civil Rights Act of 1964; Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (42 C.F.R. Part 60); and all other federal, state, or local laws, rules, and orders prohibiting discrimination.
- (b) To comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. §7401 et. seq.) and the

Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), as amended.

- (c) To make positive efforts to utilize small businesses, minority-owned firms and women's business enterprises in connection with the work performed hereunder, whenever possible and in accordance with applicable federal, state, and local policies.
- (d) To provide for the rights of the federal Government in any invention resulting from the work performed hereunder, in accordance with 37 C.F.R. Part 401 and any applicable implementing regulations.
- (e) To comply with the certification and disclosure requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) and implementing regulations, as may be applicable.
- (f) To certify that consistent with existing law and Executive Order 13535, it does not and will not use federal funds to provide abortion services (except in cases of rape or incest, or when the life of the mother would be endangered).
- (g) To take positive steps to ensure that people with limited English proficiency can meaningfully access health and social services. The applicable program of language assistance will provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to services, as per <http://www.hhs.gov/ocr/lep/revisedlep.html>.
- (h) Pursuant to 45 C.F.R. § 75.217, to administer funds provided under this subaward in compliance with the standards set forth in 45 C.F.R. Part 87.
- (i) In accordance with 45 C.F.R. § 75.113, to disclose in a timely manner in writing to the Consortium all of its violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
- (j) To comply with the Federal Funding Accountability and Transparency Act, including to enter required information into the online FFATA Subaward Reporting System ("FSRS").

HCH SUB-RECIPIENT AGREEMENT FOR NON-330(E) CLINIC
January 2016-December 2018

- (k) To comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)).
- (l) To certify that it will not use funds under this Agreement to pay the salary of an individual at a rate in excess of the Executive Level II Salary of the Federal Executive Pay Scale, exclusive of fringe and income that an individual maybe permitted to earn outside of the duties to the Sub-Recipient organization.
- (m) To agree that if it purchases or reimburses for outpatient drugs, an assessment must be made to determine whether its drug acquisition practices meet federal requirements regarding cost-effectiveness and reasonableness. Sub-Recipient also understands and agrees that if it is eligible to be a covered entity under Section 340B of the Public Health Service Act and the assessment shows that participating in the 340B Drug Pricing Program and its Prime Vendor Program is the most economical and reasonable manner of purchasing or reimbursing for covered outpatient drugs (as defined in Section 340B), failure to participate may result in costs disallowances, grant funding offsets, or other adverse actions.

Sub-Recipient and the Consortium each hereby certifies that neither it, nor any of its principal employees, has been debarred or suspended from participation in federally-funded contracts, in accordance with Executive Order 12549 and Executive Order 12689, entitled "Debarment and Suspension," and any applicable implementing regulations. Further, each party hereby certifies that neither it nor any of its principles are an "Ineligible Entity" which is defined for purposes of this Sub-Recipient Agreement to mean an entity that (i) is or is threatened to be debarred, suspended or otherwise excluded from Medicaid, Medicare and/or any other applicable federal or state healthcare program (42 U.S.C. §1320a-7(a)); or (ii) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not been excluded, debarred, suspended, or otherwise declared ineligible. Either party shall promptly notify the other party upon receipt of any notice, whether or not official, that it has become or may become an Ineligible Entity during the term of this Sub-Recipient Agreement.

Prior to employing or contracting with any individual, or contracting with any other entity, to provide Services hereunder, Sub-Recipient agrees to review on-line searchable databases available to determine exclusion, suspension and/or debarment status of such individual/entity, including but not limited to, the List of Excluded Individuals and Entities

(LEIE) Database and the Exclusions Database issued by the DHHS Office of Inspector General (OIG) and the System for Award Management (SAM) Database issued by the General Services Administration (GSA). Sub-Recipient further agrees to review such online searchable databases for any changes to exclusion, suspension, and/or debarment status every thirty (30) calendar days throughout the Term of this Agreement and to take appropriate action in the event that status changes are found to have occurred.

2.10 Confidentiality: Sub-Recipient and the Consortium shall comply with all applicable laws and regulations regarding protection of the confidentiality of client information. Sub-Recipient agrees that it is a "Covered Entity" and that it will comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, 42 U.S.C. 1171 et seq.; the Health Information Technology for Economic and Clinical Health (HITECH) Act, Public Law 111-005; regulations promulgated thereunder by DHHS (the HIPAA Regulations); State of California statute AB 610; and other applicable federal and state privacy and security laws and regulations. Sub-Recipient further acknowledges that federal and state laws relating to data security and privacy are rapidly evolving and that it is required to remain in compliance with these laws as they evolve.

2.11 Consumer Participation: Sub-Recipient shall participate in the Consumer Advisory Panel established and operated by the Consortium on behalf of all its HCH and Ryan White Part C Sub-Recipients. Annually, Sub-Recipient shall nominate a minimum of two qualified consumers of its HCH and/or Part C services for consideration for one position to represent Sub-Recipient on the Consortium Consumer Advisory Panel. Sub-Recipient shall also designate a staff liaison with whom their CAP representative may consult.

ARTICLE III **COMPENSATION**

3.01 Budget. Prior to commencement of the applicable Grant Program period, Sub-Recipient shall prepare and submit to Consortium a proposed Budget, with supporting budget justification that includes an analysis of expected encounters, revenue, expenses and other relevant factors, consistent with applicable requirements related to Section 330 (including, but not limited to, PIN #2013-01). The approved budget shall separate out Grant funds from Non-Grant funds (i.e., Program Income that the Sub-Recipient reasonably projects it will receive during this budget period for the Services rendered pursuant to this Agreement, including Medi-Cal, Medicare, and other third-party payments; patient fees; premiums; other federal, state or local grants/contracts; and private support or income generated from fundraising or contributions) for the object class categories set forth in SF-424, consistent with HRSA PIN

HCH SUB-RECIPIENT AGREEMENT FOR NON-330(E) CLINIC
 January 2016-December 2018

#2013-01. Consortium shall review this budget and negotiate any revisions, prior to acceptance by incorporation into this Agreement.

3.02 Subject to the availability of the Grant and consistent with the approved Budget (which is attached hereto as **Exhibit D** and incorporated herein by reference), the Consortium shall pay Sub-Recipient an amount not to exceed \$1,073,709 in Contract Year 2016, as described in detail below, to provide Services pursuant to this Agreement for the term hereof. Sub-Recipient shall expend the Grant and projected Program Income in a manner consistent with the approved budget and this Agreement. Further, all projected Program Income once received must be expended prior to use of the Grant.

CY 2016 Funds are earmarked to the following service sites:

Curry Senior Center Part I	\$89,716.00
Tom Waddell Health Center Part II	595,662.00
Tom Waddell Dental Center Part III	77,854.00
Southeast Dental Part IV	149,300.00
Castro-Mission Health Center Part V	64,924.00
Tom Waddell Golden Gate Family Residences Part VI	96,253.00
Total	\$1,073,709.00

This amount includes funding to effectuate the transfer of the HCH funds previously sub-awarded to Curry Senior Center, for the purpose of maintaining the provision of services to the senior population (age 55 and above) served at 333 Turk Street, San Francisco, targeting San Francisco's Tenderloin District, subject to satisfaction of the additional terms and conditions set forth in **Exhibit K** of this Agreement.

3.03 Billing and Collections. Sub-Recipient shall have systems in place to maximize collections and reimbursement for its costs in providing health services, including written billing, credit and collection policies and procedures in accordance with Section 330(k)(3)(F) and (G) of the PHS Act. Sub-Recipient will provide documentation of written billing, credit and collections policies and procedures to the Consortium upon request.

- (a) Sliding Fee Discount Program. Sub-Recipient shall establish and maintain a Sliding Fee Discount Program consistent with HRSA PIN #2014-02, which shall include the following elements: (1) a fee schedule that is designed to cover its reasonable costs of operation and is consistent with locally prevailing rates or charges; and (2) one or more corresponding Sliding Fee Discount Schedules (SFDS) to be applied to payment of such

fees and which are adjusted on the basis of the patient's income and household size, in accordance with 42 C.F.R. §51c.303(f) and the requirements of HRSA PIN #2014-02. Specifically, Sub-Recipient's SFDS shall provide for the following (among other requirements): (1) a sliding fee scale for individuals and families who earn annual incomes between 101% - 200% of the then current Federal Poverty Guidelines (FPG); (2) a full discount (or at most, a nominal fee) for individuals and families who earn an annual income equal to or less than 100% of the then current FPG; and (3) no discount for individuals and families whose annual incomes exceed 200% of the then current FPG. On at least an annual basis, Sub-Recipient shall review and as necessary update its SFDS, based on the revised FPG published annually by DHHS. Sub-Recipient shall have a system in place to determine eligibility for patient discounts adjusted on the basis for the patient's ability to pay. Sub-Recipient shall make every reasonable effort to bill and collect payment from patients in accordance with such schedules and the Sliding Fee Discount Program generally. Sub-Recipient shall operate in a manner that assures that no person shall be denied service by reason of his or her inability to pay for such service, consistent with 42 U.S.C. §254b(k)(3)(G) and the requirements of HRSA PIN #2014-02. At least once every three (3) years, Sub-Recipient shall assess the entire Sliding Fee Discount Program for effectiveness in reducing financial barriers to care and based on the results, shall modify the Sliding Fee Discount Program as applicable.

- (b) Third Party Payors. Consistent with the requirements of HRSA PIN #2014-02, Sub-Recipient shall obtain and maintain contractual or other arrangements to participate in the Medicaid, Medicare, and CHIP programs, as well as other federal and state government health care programs, as applicable. Sub-Recipient shall maintain written billing, credit and collection policies and procedures, and shall make reasonable efforts to bill and collect payment from public and private third parties for its costs of providing services to persons who are eligible for Medicaid, Medicare or CHIP benefits or for assistance under any other public assistance, grant program, or private health insurance or benefit program, without application of any discounts based on ability to pay, as described in paragraph 3.03(a).

- (c) Medicare Enrollment Applications and Billing. Sub-Recipient understands and agrees that separate Medicare enrollment applications must be submitted for each “permanent unit” at which it provides services. This includes facilities considered both “permanent” sites and “seasonal” sites, as defined by HRSA PIN #2008-01. Sub-Recipient further understands that for Medicare purposes, a single health center organization may consist of two (2) or more Federally Qualified Health Centers, each of which must be separately enrolled in Medicare and submit bills using its unique Medicare Billing Number.

3.04 Program Income.

- (a) Within sixty (60) days after the end of the budget period, Sub-Recipient shall provide the Consortium with a full accounting of Program Income (as defined in Section 3.01 of this Agreement) received for Services rendered and total costs incurred. If the total of Sub-Recipient's documented costs of providing Services, minus the Program Income (up to the projected amount of Program Income reflected in the approved budget) that Sub-Recipient has actually received for Services provided, is less than the amount authorized and paid to Sub-Recipient by the Consortium during such budget period, Sub-Recipient shall immediately remit the difference to the Consortium.
- (b) If Sub-Recipient receives income in excess of the anticipated Program Income included in the approved budget (Excess Program Income) and any portion of the Excess Program Income is not needed to cover actual costs of operation during the budget period in which it was generated, Sub-Recipient may use such Excess Program Income as permitted under Section 330 or for such other purposes that are not specifically prohibited under Section 330 and which further the objectives of the project, defined as uses that benefit Sub-Recipient's patients / target population.

3.05 Request for Payment.

- (a) Filing. Sub-Recipient shall submit by the 20th day of each month to the Consortium a properly completed Invoice form, the current version of which is attached hereto as **Exhibit B** and incorporated herein by reference. The final Invoice for any budget period must be submitted by Sub-Recipient to the Consortium within forty-five (45) days of the last day

of the applicable period. Invoices not received in timely fashion will not be accepted or approved for payment.

- (b) Payment by Consortium. Unless otherwise specified herein, Sub-Recipient must provide Service Deliverables and documentation of service provision to the Consortium as a prior condition to the issuance of payment. Upon satisfaction of this condition, and subject to the availability of funds from the Grantor to the Consortium, the Consortium shall pay Sub-Recipient for Sub-Recipient's Allowable Costs within thirty (30) working days of the Consortium's receipt of a properly completed Invoice.
- (c) Default of Funds Owed to the Consortium. The Consortium is authorized to offset amounts owed and past due to the Consortium by Sub-Recipient, whether or not these amounts are Grant Program-related, against payments owed by the Consortium on Invoice(s) submitted by Sub-Recipient for its Grant Program Allowable Costs.
- (d) Failure to Provide Service Deliverables. If Sub-Recipient fails to provide prorated Service Deliverables at such levels as may be established in **Exhibit F**, the Consortium, in its sole discretion, can reduce the amount of payment due to Sub-Recipient by the corresponding percentage and reallocate the reduction to other purposes.

3.06 Services Rendered Before Receipt of Payment. Unless otherwise specified herein, all compensation to Sub-Recipient shall be due and payable only after Sub-Recipient has provided the requisite Services. Should Sub-Recipient receive an advance on payment and fail to subsequently provide the requisite Services and documentation to the Consortium of service provision, Sub-Recipient agrees to re-pay to Consortium any and all unearned funds within thirty (30) days of request for reimbursement by Consortium. If unpaid within thirty (30) days, interest on sums unpaid will accrue at the then-current Wells Fargo Bank commercial prime simple interest rate.

3.07 Budgeted Expenses. Any expense for items in the Invoice that is in excess of the corresponding items in the Budget is allowable only with the Consortium's prior written consent. In addition, the following expenses shall not be allowable:

- (a) Expenses for Services rendered to a person who has not been determined to be an Eligible Patient;

- (b) Expenses for inpatient services (including short stay, "come and go" procedures);
- (c) Cash payments to recipients of health services;
- (d) Expenses arising out of the purchase or improvement of real property or the purchase of major medical equipment which at the time of purchase or improvement is valued in excess of five thousand (\$5,000), except as allowed in the approved Budget; and
- (e) Administrative or indirect costs, except as allowed in the approved Budget.

3.08 Budget Revisions. Sub-Recipient shall submit to the Consortium any requested revision to its Budget on a properly completed Subcontractor Budget Revision Form, attached hereto as **Exhibit C** and incorporated herein by reference, or similar format that the Consortium reasonably may require, at least sixty (60) days prior to the end of the budget period or within thirty (30) days following Sub-Recipient's receipt of notice from the Consortium that such revisions are required. Budget Revisions require prior written approval by the Consortium, and may also require prior written approval by the Grantor, consistent with the requirements for post award approval under 45 C.F.R. §75.308 and other applicable federal rules and policies that require the Consortium to obtain prior approval from DHHS.

3.08 Disputes Regarding Budgets. In the event that the Consortium questions the allowability of any cost described in the Invoice, the Consortium shall promptly provide Sub-Recipient with written notice of such questions and, if appropriate, shall seek an immediate decision from the DHHS/HRSA's Division of Grants Management Operations concerning the allowability of such questioned costs. Until such questions are resolved, the Consortium may, in its sole discretion, withhold payment for the costs in question; however, the Consortium shall promptly issue payment of all otherwise properly documented and unreimbursed costs not in question. Sub-Recipient may request that the Consortium pursue an appeal of a DHHS determination of unallowability, provided that Sub-Recipient agrees to pay all costs associated with the appeal and that the Consortium agrees that such defense is not frivolous. Unresolved disputes shall be settled through binding arbitration, as described in Section 8.04.

3.10 Audit. Sub-Recipient shall annually have its books of account audited by an independent Certified Public Accountant. Said audit must be conducted in accordance with generally accepted accounting practices and the standards applicable to financial audits

contained in "Government Auditing Standards" issued by the Comptroller General of the United States. Sub-Recipient shall have an annual audit performed in accordance with Section 330(q) of the Public Health Service Act and, as applicable, 45 C.F.R. §75.500 *et. seq.*, including any then current Compliance Supplement(s) applicable to community health centers. Any audit report which addresses all or part of the period covered by a Grant Program shall treat the Grant Program and associated Budget as a discrete program entity of Sub-Recipient. A copy of said audit report and the associated engagement and management letter(s) shall be transmitted by Sub-Recipient to the Consortium within thirty (30) days of Sub-Recipient's receipt from the auditor or within one hundred eighty (180) calendar days following Sub-Recipient's fiscal year-end date, whichever occurs first.

3.11 Limitation on Consortium's Liability for Compensation. All obligations of the Consortium to make payments to Sub-Recipient as compensation are expressly subject to the availability to the Consortium of the Grant funds. The Consortium shall notify Sub-Recipient in writing if it receives any notice of modifications, payment delays or cancellation of the Grants that may affect Sub-Recipient's obligations or rights.

3.12 Audit Adjustments. Sub-Recipient shall pay to the Consortium any financial adjustments determined by the audit report. At its option, the Consortium may offset the amount disallowed from any payment due to Sub-Recipient under the Contract. This adjustment may be made in the next subsequent billing by Sub-Recipient to the Consortium, or it may be made by another written schedule determined solely by Consortium. Interest on sums unpaid when due will accrue at the then-current Wells Fargo Bank commercial prime simple interest rate.

3.13 Disallowances. In the event Sub-Recipient claims or receives payment from the Consortium for a service payment that is later disallowed by the Grantor or the Consortium, Sub-Recipient shall promptly refund such disallowed amount to the Consortium upon request, or an adjustment may be made by another written schedule determined solely by the Consortium, or, at its option, the Consortium can offset the amount disallowed from any payment due to Sub-Recipient under this Sub-Recipient Agreement.

3.14 Taxes. Sub-Recipient shall have sole responsibility to pay for any municipal, county, state, or federal income or franchise taxes chargeable as a result of this Sub-Recipient Agreement.

3.15 Real Property, Equipment and Supplies. The provisions of 45 C.F.R. §75.316 *et. seq.* and related DHHS policies, as applicable, shall apply to the ownership, use, sharing and disposition of any tangible property acquired under this Sub-Recipient Agreement using the Grant provided to Sub-Recipient from the Consortium. In addition to the property requirements

of 45 C.F.R. §75.316 *et. seq.*, Sub-Recipient shall maintain detailed property records for equipment purchased under the Grant, as defined at 45 C.F.R. §75.2, pursuant to 45 C.F.R. §75.320(d)(1). In accordance with 45 C.F.R. §75.320(d)(2) & 45 C.F.R. §75.320(d)(3), Sub-Recipient shall perform a detailed equipment inventory and reconciliation at least every two (2) years and shall maintain an effective property and equipment control system. Consortium reserves the right, pursuant to 45 C.F.R. §75.318 and §75.320, to require transfer of real property or equipment with a unit acquisition cost of \$5000 or more, as directed by DHHS.

3.16 Expenditure Restrictions. To the greatest extent practicable, all equipment and products purchased with Grant funds made available under this Agreement should be American-made. Use of funds covered by this Agreement for renovations and/or equipment purchases necessary for the administration of aerosolized pentamidine must have prior written authorization by Consortium and HRSA Office of Grants Management.

ARTICLE IV **OPERATIONS OF SUB-RECIPIENT**

4.01 Board of Directors.

- (a) Subject to Section 4.01(b) below, Sub-Recipient hereby represents that its Board of Directors is, and shall remain, in full compliance with all Section 330 governance requirements, pursuant to Section 330(k)(3)(H) of the Public Health Services Act, 42 C.F.R. §51c.304, and HRSA PIN 2014-01, including appropriate representation of the Eligible Patients served pursuant to the HCH grant and requirements to hold monthly meetings and exercise certain proscribed authorities. Sub-Recipient shall assure that the Consortium's Board is kept fully apprised of Sub-Recipient's Board composition and any material changes thereto as they relate to the representation of the Eligible Patients served pursuant to the HCH grant. Sub-Recipient hereby represents that its organizational bylaws are in full compliance with all Section 330 requirements and related policies, including but not limited to HRSA PIN #2014-01. To facilitate the Consortium's oversight of Sub-Recipient, Sub-Recipient shall notify the Consortium of any changes to its corporate bylaws that impact representation and/or any other applicable Section 330 requirements or related policies.

- (b) Sub-Recipient may request a waiver from the Section 330 governance requirements related to the fifty-one percent (51%) patient majority only, in accordance with HRSA PIN #2014-01, which waiver shall remain in

effect for the duration of the Term of this Agreement (as set forth in Article VII of this Agreement). Sub-Recipient shall prepare and submit a written waiver request consistent with Form 6B: *Request for Waiver of Governance Requirements* (OMB No. 0915-0285) (or any subsequent Form that replaces and supersedes OMB No. 0915-0285), along with supporting documentation verifying the establishment of a plan to ensure appropriate consumer input in Sub-Recipient's decision-making for the HCH project. The Consortium shall approve such waiver request, provided that Sub-Recipient satisfies the requirements of HRSA PIN #2014-01 and Form 6B, and submits all required documentation. Sub-Recipient shall seek and obtain the Consortium's prior written approval before implementing any material change to Sub-Recipient's approved plan for consumer input. Each year by June 30th, Sub-Recipient shall prepare and submit an update to their written waiver request, or by not less than thirty (30) days prior to the date that the Consortium must submit its annual Section 330 grant renewal application, whichever comes first.

- (c) Sub-Recipient understands and acknowledges that waiver of the 51% patient majority is the only governance waiver available. In the event that Sub-Recipient is unable to comply with other Section 330 governance requirements, Sub-Recipient shall notify Consortium of such inability and Sub-Recipient and Consortium will use best efforts to resolve such non-compliance in a manner that comports with HRSA requirements and policies.

4.02 Management Team. Sub-Recipient will maintain a fully staffed management team that is appropriate for the size and needs of Sub-Recipient, consistent with applicable Section 330-related requirements. Sub-Recipient shall promptly notify the Consortium in writing of any changes to Sub-Recipient's lead administrative, financial and medical staff and/or other key staff involved in the implementation of the Grant. The Consortium reserves the right to request a plan of hiring to be submitted within ten (10) days of the request. Under all circumstances, Sub-Recipient shall consult with the Consortium during the hiring and replacement process and, as applicable under 45 C.F.R. §75.308 and HRSA interpretation of "key personnel," shall request and receive written prior approval from the Consortium prior to finalizing successors. Such approval from the Consortium shall not be unreasonably withheld. Sub-Recipient must maintain a clinical staff experienced and able to provide Services within the language and cultural context of the homeless population in the service area. Staff must be experienced in the delivery of primary care, mental health and drug and alcohol abuse services.

4.03 Compliance with Section 330-Related Programmatic, Administrative and Financial Management Requirements. Sub-Recipient hereby represents that it is, and shall remain, in full compliance with applicable Section 330-related programmatic, administrative and financial management requirements (*i.e.*, audits, financial systems, protecting assets), including Health Center Program Requirements and general administrative requirements applicable to DHHS grantees, set forth at 45 C.F.R. Part 75. To aid in demonstrating compliance, Sub-Recipient shall submit documentation to the Consortium in accordance with stated deadlines as delineated in this agreement and summarized in **Exhibit G**, "Select Key Submission Requirements," attached hereto and incorporated herein by reference. Sub-Recipient shall conduct a self-assessment of its compliance with Health Center Program Requirements utilizing relevant portions of the HRSA/BPHC Health Center Site Visit Guide, as updated and available at <http://bphc.hrsa.gov/policiesregulations/centerguide.html>) in accordance with the schedule provided by the Consortium. Sub-Recipient shall submit the results of such assessment to the Consortium, consistent with **Exhibit G** and Section 6.01 of this Agreement.

4.04 Policies, Procedures and Systems. Sub-Recipient shall maintain policies, procedures and systems governing the provision of health care, personnel, financial management, quality assurance and corporate compliance, as specified more fully in 42 C.F.R. §51c.304. Such policies, procedures and systems shall be consistent with: (i) applicable federal and state laws, regulations, and policies; (ii) standard medical practices and ethical principles; and (iii) the Consortium's comparable policies and procedures, as applicable. Sub-Recipient shall provide the Consortium with documentation applicable to its policies, procedures and systems, and shall inform the Consortium of any material revisions to its policies, procedures, systems and bylaws to enable the Consortium to ensure compliance with Sections 4.04 - 4.07 of this Agreement.

4.05 Standards of Conduct.

(a) Standards of Conduct. Sub-Recipient hereby represents that its written standards of conduct governing the performance of its employees, directors, officers, agents, and others who furnish services or goods on behalf of Sub-Recipient include provisions prohibiting bribery, gratuities greater than a *de minimis*, nominal value, and individual conflicts of interest. Specifically, no employee, director, officer, or agent of Sub-Recipient shall participate in the selection, award, or administration of a contract supported by federal funds, including but not limited to the HCH Grant provided hereunder, if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The Bylaws and/or

standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employers, or agents of the recipients.

- (b) Organizational Conflicts of Interest. If Sub-Recipient has a parent, affiliate, or subsidiary organization, Sub-Recipient hereby represents that its written standards of conduct also cover organizational conflicts of interest. Such a conflict would arise when, because of relationships with a parent company, affiliate, or subsidiary organization, the Sub-Recipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

4.06 Quality Improvement and Quality Assurance Program and Standards of Care.

- (a) The Consortium and Sub-Recipient are committed to providing Services that comport with standards of care delineated in applicable Grantor guidelines or Grant Program requirements and relevant generally recognized standards of care, which are hereby incorporated by reference, and to the provision of quality care. Specifically, Sub-Recipient shall maintain an ongoing quality improvement/quality assurance program that includes a way to evaluate clinical services (including, but not limited to, annual chart audits in support of Consortium's HCH Clinical Quality Measures Report, participation in a patient experience survey approved by the Consortium and tracking and management of laboratory results), and maintains the confidentiality of patient records. The quality improvement and quality assurance program will be consistent with the requirements set forth in 42 U.S.C. §254b(k)(3)(C), 45 C.F.R. §75.308(c), and 42 CFR Part 51c.303(c)(1-2), and will specifically include a process for implementing actions necessary to remedy problems identified through such program.
- (b) Sub-Recipient shall participate in Consortium's Continuous Quality Improvement program, activities and evaluation studies designed to demonstrate the effectiveness of the Grant Program and Services, including but not limited to:
- Participation in SFCCC QIC meetings devoted to HCH QI activities; meetings are held monthly but SFDPH participation is expected to be required at least two (2) times per year.
 - Attestation of adoption of a Data Validation policy that at minimum meets the same requirements as SFCCC's Data Validation policy (or attestation of adoption of SFCCC's Data Validation Policy). See

SFCCC Board Policy on Data Validation and Attestation Form provided by SFCCC Director of CQI.

- Submission of an annual QI plan that includes specific elements identified by the Consortium, with no fewer than two (2) QI projects aimed at improving UDS clinical quality measures and one patient experience measure (through HCH Patient satisfaction survey) approved by SFCCC's Quality Improvement Committee (QIC). The QI Plan must include a description of how the Sub-Recipient assesses homeless status of their clients, ensuring that patients reported to SFCCC have had an assessment within 12 months prior to their reported service visit. The QI Plan must be approved by the Medical Director and QI Director of the Sub-Recipient. The impact of the QI Plan and efforts must be evaluated and summarized at the end of the measurement year. See SFCCC QI Plan Template and SFCCC QI Plan Checklist provided by SFCCC Director of CQI.
- Submission of monthly clinical quality measures and quarterly operational and empanelment data for each location operated by the Sub-Recipient, phased in over the agreement period; submitted data should be reviewed and approved by the Sub-Recipient's QIC Representative and Medical Director. All data submitted to SFCCC on individual patients must indicate the location the Sub-Recipient considers, to the best of their knowledge, to be the primary care clinic for any individual patient at the time of the report.
- Site visits, clinical quality reports, and chart audits, as are reasonably requested by the Grantor or the Consortium.
- Participation in the HCH Patient Satisfaction Survey in accordance with procedures and survey instruments approved by QIC.

The Consortium will provide written feedback, findings and recommendations to Sub-Recipient within sixty (60) working days of the completion of these Continuous Quality Improvement or evaluation activities.

- (c) Sub-Recipient will provide the Consortium with any reasonably requested response or corrective action plan within sixty (60) working days of their receipt, including documentation that findings and recommendations have been reviewed by the appropriate Sub-Recipient staff or committee, goals, and timelines for implementing any needed remedial action. This response or corrective action plan will become a part of the official report.

If Sub-Recipient does not submit the requested response or corrective action plan or implement remedial action to the Consortium within the established timelines, the Consortium may terminate or suspend the Contract in accordance with Article VII.

4.07 Compliance Program. Each party agrees to fully cooperate with the corporate compliance program as established by the other party to ensure compliance with laws and regulations applicable to this Agreement.

4.08 Contracts, Referrals and Other Affiliations.

- (a) Sub-Recipient will make reasonable efforts to establish and maintain collaborative relationships with other health care providers, including health centers in Sub-Recipient's service area.
- (b) Sub-Recipient shall submit to the Consortium for prior written approval all proposed subcontracts for substantive programmatic work related to the provision of Required Services supported by the Grant Program and/or the implementation of this Agreement. Sub-Recipient shall ensure that all subcontracts executed by Sub-Recipient: (i) are consistent with procurement guidelines contained in 45 C.F.R. §75.326 *et. seq.* and the programmatic requirements set forth in HRSA PIN #2008-01 and the then current Health Center Site Visit Guide; and (ii) contain provisions that ensure the delivery of goods and services in a manner that is consistent with the terms of this Agreement.
- (c) Sub-Recipient shall promptly notify and request prior written approval from the Consortium of any proposed affiliation agreements related to the provision of Required Services supported by the Grant Program and/or the implementation of this Agreement, which would require HRSA approval to ensure the terms of the affiliation are consistent with Section 330, the implementing regulations, and HRSA policies and Program Requirements, including but not limited to HRSA PINs 97-27 and 98-24. HRHCare's approval of any affiliation agreement shall not be unreasonably withheld.
- (c) Referrals. Sub-Recipient shall ensure that all referral agreements executed by Sub-Recipient are consistent with HRSA requirements set forth in PIN 2008-01 (*Scope of Project Policy*) and the *Health Center Site Visit Guide*, as set forth in the model Referral Agreement provided by the Consortium in

Exhibit I, attached hereto and incorporated herein by reference. As an alternative to utilizing the model Referral Agreement, Sub-Recipients may request a waiver by submitting their own template with a checklist indicating compliance with all elements of the SFCCC model. If necessary, SFCCC will arrange legal counsel review, and legal fees will be deducted from sub's HCH grant. To ensure compliance with this requirement, Sub-Recipient shall submit to the Consortium by April 1, 2017 and every two (2) years thereafter the following:

- Completed SFCCC HCH "Sub-Recipient Service Delivery" table indicating existence of all appropriate referral agreements (see Exhibit J); and
- Five (5) representative Referral Agreements.

- (d) Oversight. Sub-Recipient shall exercise appropriate oversight and authority over all contracted services and, as applicable, referred services. Sub-Recipient shall indemnify and hold the Consortium harmless from any claims relating to such subcontracts..

4.09 Operational Responsibility. It is understood that this Agreement is not intended to limit the responsibilities of the governing authority of Sub-Recipient as a health services provider licensed under California State Law. Sub-Recipient shall be solely responsible for maintaining licensure for its health care facilities, and shall provide the Consortium with evidence of such licensure. Sub-Recipient also shall be responsible for establishing and implementing policies for the management and operation of its health care facilities in compliance with all applicable federal and state laws, rules and regulations (including, but not limited to, requirements applicable to Section 330 grantees), consistent with the terms of this Agreement.

4.10 Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.

- (a) This Grant and employees working on this Grant will be subject to the whistleblower rights and remedies in the Pilot Program on Contractor Employee Whistleblower Protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and 48 CFR §3.908.

- (b) The Sub-Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in 48 CFR §3.908.
- (c) The Sub-Recipient shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold as defined in 45 C.F.R. § 75.2.

4.11 Client Grievance Procedure. Unless otherwise specified herein, Sub-Recipient shall establish and maintain a written client grievance procedure that shall include the following:

- (a) The name or title of the person or persons authorized to make a determination regarding the grievance;
- (b) The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination; and
- (c) The right of a client dissatisfied with the decision to ask for the recommendation of the City's Human Rights Commission's Patient Advocacy Services. Sub-Recipient, upon request, shall provide each client receiving direct Services with a copy of the approved procedure.
- (d) A copy shall be filed with the Consortium by April 1, 2017 and annually thereafter.

ARTICLE V **RECORDKEEPING AND REPORTING**

5.01 Medical Records. Sub-Recipient shall establish and maintain medical records relating to the diagnosis and treatment of Eligible Patients at Sub-Recipient's sites in accordance with the laws of the State of California. The Parties (and their employees, agents, and contractors) shall maintain the confidentiality of all such records (as well as all other information regarding the personal facts and circumstances of the Eligible Patients receiving care provided by Sub-Recipient) in accordance with all applicable federal and state laws and regulations regarding confidentiality. The Parties (and their employees, agents and contractors) shall not divulge such information to any third parties without the patient's written consent, except as may be required or permitted by law or as may be necessary to provide service to such patient. The Consortium and Sub-Recipient agree that Sub-Recipient shall retain ownership of all such medical records.

5.02 Reporting. Sub-Recipient shall have systems which accurately collect and organize data for grant-related reporting and which support management decision making. Sub-

Recipient shall provide the Consortium with all information and data necessary for the Consortium to submit all required reports to HRSA and other applicable federal and state agencies, including, but not limited to information and data related to the reports described herein. The Consortium is responsible for submitting these reports and will make reasonable efforts to assist Sub-Recipient in resolving any issues related thereto.

- (a) Sub-Recipient shall provide to the Consortium all information required for Federal Uniform Data System (UDS) reporting purposes including, but not limited to, data regarding patient encounters, revenues, costs, charges, sliding fee scale adjustments and collections arising from the Services provided pursuant to the HCH grant. The Consortium shall, consistent with applicable federal requirements, report annually to DHHS all UDS data pertinent to the Services provided by Sub-Recipient. Sub-Recipient shall maintain and furnish such other financial and programmatic information and reports which pertain, directly or indirectly, to the Services provided and costs incurred by Sub-Recipient pursuant to this Agreement (including statistics and other information relating to: (i) the costs of operation; (ii) the patterns of service usage; and (iii) the availability, accessibility, and acceptability of its services), which the Consortium and/or DHHS may reasonably deem appropriate and necessary for audit, statistical, and other purposes, in such form and with such frequency as the Consortium and/or DHHS may proscribe
- (b) Sub-Recipient shall cooperate with and, as reasonably requested, assist the Consortium in the development and preparation of those portions of the Federal Financial Report (FFR), as well as other required grant-related reports and applications, which pertain to the Sub-Recipient's activities under this Agreement. Such reports and grant applications shall be prepared according to the timeframes established by the Consortium's Chief Executive Officer, and shall be approved, signed and submitted to DHHS, or the appropriate authorities, by the Consortium.

5.03 Access to Records. Sub-Recipient shall make available to the Consortium, DHHS and the Comptroller General, or any of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, and papers as they deem necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained and for no less than three (3) years from the date of the Consortium's submission to DHHS of the annual financial status report which covers the

funds awarded hereunder. This right also includes timely and reasonable access to Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

5.04 Document Retention. Sub-Recipient shall maintain all financial records and reports,

5.04 Document Retention. Sub-Recipient shall maintain all financial records and reports, supporting documents, statistical records, and other books, documents and records pertinent to this Agreement for a period of four (4) years from the date of the Consortium's submission to DHHS of the annual FFR which covers the funds awarded hereunder. If an audit, litigation or financial management review is started before the end of the four (4) year period, Sub-Recipient agrees to maintain the records until the end of the four (4) year period or until the audit, litigation or other action is completed, whichever is later. Records for real property and equipment acquired with Section 330 funds awarded hereunder shall be retained for three (3) years after final disposition of the property. Sub-Recipient shall, upon request, transfer identified records to the custody of the Consortium or DHHS when the Consortium or DHHS determines that such records possess long term retention value.

ARTICLE VI **CONSORTIUM OVERSIGHT AUTHORITIES**

6.01 Oversight. The Consortium shall maintain authority to perform any necessary oversight functions to ensure Sub-Recipient's proper management and compliance with the requirements of Section 330 of the Public Health Service Act and 45 C.F.R. Part 75.

- (a) Sub-Recipient shall demonstrate its compliance with the requirements of Section 330 and 45 C.F.R. Part 75 in part by submitting documentation as delineated in **Exhibit G, *Select Key Submission Requirements***, and **Exhibit H, *Section 330 Program Compliance and Attestation***, attached hereto and incorporated herein by reference.
- (b) Sub-Recipient agrees to permit the Consortium and DHHS, or any of their duly authorized representatives, to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of Services delivered under this Agreement, as well as the proper allocation of funds awarded hereunder to the approved scope of services described in **Exhibit E**.
- (b) Sub-Recipient shall allow the Consortium to conduct site visits to monitor Sub-Recipient's compliance with Section 330 requirements. The Consortium agrees to provide Sub-Recipient with notice at least seven (7) days' prior to a site visit, except in urgent situations, such as the Consortium's good faith belief that Sub-Recipient is misappropriating

federal funds awarded to Sub-Recipient pursuant to this Agreement. The Consortium may suggest methods to improve Sub-Recipient's operations and to correct any issues identified in site visits.

- (c) The Consortium shall conduct periodic limited scope audits to ensure Sub-Recipient's compliance with the specific requirements related to the HCH grant. To facilitate the Consortium's oversight of Sub-Recipient's compliance with general Section 330 requirements and consistent with **Exhibits G and H**, attached hereto and incorporated herein by reference, and Section 4.03 of this Agreement, Sub-Recipient shall conduct a self-assessment and submit the findings to the Consortium by October 1, 2016. The Consortium reserves the right to require documentation for any ratings provided by the Sub-Recipient in the self-assessment. Sub-Recipient shall create a 180-day corrective action plan for any program requirements in which the Sub-Recipient was non-compliant. The corrective action plan shall be submitted to the Consortium by November 1, 2016, with quarterly updates on progress to be submitted to the Consortium every three (3) months beginning February 1, 2017. The Consortium reserves the right to require a corrective action plan for any requirement for which the Consortium provides documentation of a finding that is not consistent with the self-assessment.
- (d) As required under 45 C.F.R. §75.352, the Consortium may issue a management decision as described in 45 C.F.R. §75.521 for audit findings related to federal awards made to the Sub-Recipient.

6.02 Additional Monitoring Tools. At its sole discretion, the Consortium may impose additional monitoring tools as described under 45 C.F.R. §75.352 as necessary to ensure proper accountability and compliance with program requirements and achievement of performance goals, including: (i) providing Sub-Recipient with training and technical assistance on program-related matters; (ii) performing on-site reviews of the Sub-Recipient's program operations; and (iii) arranging audit services.

6.03 Corrective Action Process. Sub-Recipient shall notify the Consortium as soon as practicable, but not more than ten days after discovery, of any actual or suspected instances of non-compliance, material weaknesses or financial, clinical and/or personnel mismanagement deficiencies related to the Services and/or the Grant provided by the Consortium to Sub-Recipient. The Consortium shall provide assistance with and oversight of the development and implementation of a corrective action plan designed to cure such problems, including, but not

limited to any areas of non-compliance identified through the Sub-Recipient's annual self-assessment. Sub-Recipient shall submit to the Consortium progress reports in the manner and frequency specified in the corrective action plan. In the event that Sub-Recipient is unable or unwilling to implement such corrective action, the Consortium may institute any corrective measures necessary to cure the problems. Nothing in this Section 6.03 is intended to limit either party's right to terminate this Agreement in accordance with Section 7.03.

6.04 Remedies for Non-compliance. If the Sub-Recipient fails to comply with federal statutes, regulations or the terms and conditions of a federal award, the Consortium may impose additional conditions on the Sub-Recipient as described at 45 C.F.R. §75.207. If in its sole discretion the Consortium determines that non-compliance cannot be remedied by imposing special conditions, under 45 C.F.R. §75.371 the Consortium may: (i) temporarily withhold cash payment pending correction of the deficiency; (ii) disallow all or part of the cost of the activity or action not in compliance; (iii) wholly or partly suspend or terminate the subaward; (iv) recommend that the federal awarding agency initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180; (v) withhold further federal awards; or (vi) take other remedies that may be legally available.

ARTICLE VII

TERM, MODIFICATION, TERMINATION AND SUSPENSION

7.01 Term. The term of this Sub-Recipient Agreement shall be three (3) years, beginning on January 1, 2016 and ending on December 31, 2018.

7.02 Modification. The Consortium or Sub-Recipient may from time to time request modifications in the scope of the Services to be performed under this Sub-Recipient Agreement. Any such requests are subject to applicable Grantor policies and procedures, including Grantor pre-approval. In particular, if Sub-Recipient proposes to: (i) expand, reduce, or re-locate the approved delivery sites; (ii) expand or reduce the Services listed in **Exhibit E**; or (iii) make any other change that would require a change in scope of project under 45 C.F.R. §75.308, Sub-Recipient shall promptly notify the Consortium of any such proposal and shall prepare and submit to the Consortium a written request for approval for a "Change in Scope of Project" in accordance with then-current HRSA policy, prior to implementing any such changes. The Consortium's approval shall not be unreasonably withheld; if the Consortium approves such proposal it shall submit the proposal to HRSA for prior approval. Such modifications, including any related increase or decrease in the amount of Sub-Recipient's compensation as mutually agreed upon by and between the Consortium and Sub-Recipient, shall be effective upon execution of a duly authorized Amendment, subject to HRSA approval as applicable. No

alteration, amendment or modification of the terms of this Sub-Recipient Agreement shall be valid unless executed by a written agreement by the Consortium and Sub-Recipient.

7.03 Termination. Either party may terminate this Sub-Recipient Agreement in whole or in part at any time before the end of the term for the following causes:

- (a) A material breach of any term of this Sub-Recipient Agreement, provided that the breaching party shall have thirty (30) days to cure such breach after receiving notice thereof from the non-breaching party and shall fail to cure by the end of the thirty (30) day period (which period may be extended in the sole discretion of the non-breaching party);
- (b) The loss of required insurance by either party;
- (c) The loss, suspension or restriction of any license or other authorization to do business that is necessary for either party to perform Services under this Sub-Recipient Agreement;
- (d) The omission or commission of any act or conduct for which a license or authorization necessary for either party to perform its duties under this Sub-Recipient Agreement may be revoked or suspended (regardless of whether such suspension or revocation actually occurs);
- (e) Any material change in the financial condition of either party which reasonably indicates that such party will be unable to perform as required under this Sub-Recipient Agreement;
- (f) The reasonable belief by the Consortium that funds paid pursuant to this Sub-Recipient Agreement have been or will be misappropriated;
- (g) The good faith determination by the Consortium that the health, welfare or safety of patients receiving care from Sub-Recipient is jeopardized by the continuation of this Sub-Recipient Agreement;
- (h) The debarment, suspension, exclusion or ineligibility of Sub-Recipient, or any of its employees or agents, to participate in any federal or state healthcare programs, including but not limited to the Medicare and Medicaid programs;

- (i) The failure of Sub-Recipient to implement a corrective action plan in accordance with specified timelines, as set forth in Section 6.03; or
- (j) The good faith determination by the Consortium that the continued operation of this Agreement either (i) threatens the ability of the Consortium to compete for future federal funding opportunities, or (ii) negatively affects the Consortium's ranking or performance on federal funding indicators/criteria, or (iii) would result in a violation of federal or state laws, rules or regulations.

The party terminating this Sub-Recipient Agreement shall promptly notify the other party in writing of the termination and the reasons for such action, together with the effective date of such termination. No payments shall be made to Sub-Recipient for Services or expenses incurred after such termination becomes effective.

7.04 Reduction in Grant. This Sub-Recipient Agreement may be terminated automatically by the Consortium if the Grantor terminates or reduces the Consortium's Contract. The Consortium shall promptly inform Sub-Recipient of any such action by the Grantor. The Consortium shall also promptly inform Sub-Recipient as soon as the Consortium is given any indication that the Grantor is contemplating terminating or reducing the Consortium's Grant.

7.05 Suspension. The Consortium may suspend this Sub-Recipient Agreement under the following circumstances:

- (a) If the Consortium determines that Sub-Recipient has materially failed to comply with the terms of this Sub-Recipient Agreement, the President and Chief Executive Officer may, on reasonable notice to Sub-Recipient, suspend this Sub-Recipient Agreement for a period not to exceed ninety (90) days, pending corrective action plan development and implementation. If Sub-Recipient continues to fail to materially comply with the terms of this Sub-Recipient Agreement at the end of such ninety (90) days, the Consortium Board of Directors may vote to suspend this Sub-Recipient Agreement for an additional ninety (90) days, or to terminate this Sub-Recipient Agreement. The Consortium shall reimburse Sub-Recipient for all necessary and proper costs which Sub-Recipient could not reasonably avoid during the period of suspension, provided that the costs are allowable under the compensation provisions of this Sub-Recipient Agreement.

- (b) If Grant funds are not received by the Consortium because the Grantor has suspended or reduced the Grant, the Consortium may suspend this Sub-Recipient Agreement immediately until the full Grant is restored. The Consortium shall promptly notify Sub-Recipient of any such action by the Grantor.

7.06 Rights Upon Termination or Suspension. Upon the effective date of any termination or suspension of this Sub-Recipient Agreement, all rights and obligations of the parties under this Sub-Recipient Agreement shall cease except with respect to rights and obligations which have accrued or expressly survive termination or suspension; provided, however, that any such termination or suspension shall not in any manner affect any obligation of any Sub-Recipient employee or contracting Provider to furnish medically necessary health care services to any person as required by law.

7.07 Closeout Procedures.

- (a) In accordance with 45 C.F.R. § 75.381, within 90 days of the end of this sub-award's term, Sub-Recipient shall provide all required reports, account for all personal or real property acquired under this Agreement or provided directly by the Consortium or DHHS, and liquidate all outstanding obligations. Within thirty (30) days of the Consortium receiving the above-mentioned information, the Consortium agrees to make payments for outstanding allowable costs, if any. Within thirty (30) days of demand by the Consortium, Sub-Recipient agrees to make payment of any amounts due to the Consortium after all allowable costs have been reconciled against the total amount of this sub-award.
- (b) The closeout of this sub-award shall not affect Sub-Recipient's liability to the Consortium for unallowable costs; audit requirements of 45 C.F.R. Part 75, Subpart F; property management, use and disposition obligations (except as specifically excepted by the property standards); or record retention obligations. Additionally, in the event of a DHHS inquiry or disallowance affecting the Consortium after closeout of this sub-award, Sub-Recipient agrees to make available to the Consortium at the Consortium's request all information, in any form, including but not limited to documents or employee personal knowledge, for the Consortium's use with respect to such inquiry or disallowance.

- (c) With respect to any amounts due from Sub-Recipient to the Consortium upon or after closeout, the Consortium shall have collection rights commensurate with those of DHHS under 45 C.F.R. § 75.391.

ARTICLE VIII
RELATIONSHIP OF THE PARTIES

8.01 Independent Contractor. During the term of this Sub-Recipient Agreement, Consortium and Sub-Recipient shall remain separate and independent entities. None of the provisions of this Sub-Recipient Agreement are intended to create, nor shall be deemed or construed to create any relationship between or among the Parties other than that of independent entities. Except as otherwise provided, neither of the Parties shall be construed to be the agent, partner, co-venturer, employee nor representative of the other Party. The Consortium shall neither have nor exercise control or direction over the methods by which any and all professional services are provided pursuant to this Sub-Recipient Agreement; provided, however, that all Services performed pursuant to this Sub-Recipient Agreement shall be in strict accordance with currently approved methods and practices.

8.02 Benefits. Sub-Recipient is an independent contractor and, therefore, is not covered by, or entitled to, any insurance (including Worker's Compensation coverage) or other benefits maintained by Consortium for its officers, agents, employees or contractors. It is understood and agreed that no Sub-Recipient employees providing Services pursuant to this Sub-Recipient Agreement shall have any claim under this Sub-Recipient Agreement or otherwise against the Consortium for social security benefits, workers' compensation benefits, disability benefits, unemployment benefits, vacation pay, sick leave, or any other employee benefit of any kind.

8.03 Indemnification. Each party shall keep, defend, indemnify, and hold harmless the other party and all of the officers, agents, and employees of such other party from and against claims, damages, expenses or liabilities arising out of its performance of this Sub-Recipient Agreement, including without limitation, claims, damages, expenses or liabilities for loss or damage to property, or from death or injury to any person or persons in proportion to or to the extent such claims, damages, expenses or liabilities are caused by or result from the negligent or intentional acts or omissions of that party, its officers, agents or employees.

8.04 Binding Arbitration. In the event of any manner relating to or arising out of this Sub-Recipient Agreement, and in the event that the parties are unable to resolve the dispute between themselves, the dispute shall be resolved through binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association of San Francisco;

California. In arbitrating any issue arising under this Sub-Recipient Agreement, the powers and authorities of the arbitrators shall include the power and authority to grant such equitable relief (including injunctive relief) as may be appropriate under the circumstances, in accordance with the applicable law. The decision or award of the arbitrators shall be binding upon the parties and shall be enforceable by judgment entered in a court of competent jurisdiction. In the event the arbitrators determine there is a prevailing party in the arbitration, the prevailing party shall recover from the losing party all costs of arbitration, including all fees of the arbitrators, and all attorney fees reasonably incurred by the prevailing party in the arbitration.

ARTICLE IX **INSURANCE**

9.01 Professional Liability Insurance. During the term of this Sub-Recipient Agreement, Sub-Recipient shall maintain professional liability insurance covering professional Services provided pursuant to this Sub-Recipient Agreement in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate and which names the Consortium as an additional insured. In the event that, with the consent of the Consortium, Sub-Recipient elects to change carriers for its professional liability insurance, or if the term of this Sub-Recipient Agreement expires and is not renewed, Sub-Recipient shall pay for the cost of obtaining "prior acts" coverage from a new carrier or "extended discovery period" or "extended reporting period" coverage from the prior carrier in order to insure that no lapse of coverage occurs. This section shall survive beyond the termination of this Sub-Recipient Agreement. If Sub-Recipient is able to avail itself of Federal Tort Claims Act ("FTCA") professional liability coverage and has been "deemed" to be FTCA covered, subject to applicable limitations, such coverage may replace professional liability coverage, provided that any "gaps" in coverage shall be identified and Sub-Recipient shall obtain appropriate coverage to cover such gaps.

9.02 Other Insurance. Sub-Recipient shall maintain at its sole expense:

- (a) Workers' compensation coverage for its employees providing Services;
- (b) Commercial general liability insurance which provides coverage for Sub-Recipient in providing Services under this Sub-Recipient Agreement and applicable Addenda with policy limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate;

- (c) Employer non-owned and hired auto liability insurance with policy limits of not less than one million dollars (\$1,000,000) per occurrence. In the event that Sub-Recipient has vehicles that will be used to provide Services pursuant to this Sub-Recipient Agreement and applicable Addenda, Sub-Recipient shall also maintain, at its sole expense, employer-owned auto liability insurance with policy limits of not less than one million dollars (\$1,000,000) per occurrence.
- (d) Volunteer insurance, as applicable;
- (e) Bonding for Sub-Recipient's Executive Director and Chief Financial Officer, or equivalents, and any other person(s) with authority for signing checks and/or contracts.
- (f) Any policies under this subsection shall name the Consortium as an additional insured certificate holder. Sub-Recipient shall, upon execution of this Sub-Recipient Agreement and upon any renewal of any of its insurance coverage, furnish certificates of insurance to Consortium. Sub-Recipient shall immediately provide Consortium with written notice of any ineligibility determination, suspension, revocation and/or other action or change relevant to the insurance requirements set forth in this Article.

ARTICLE X
FUNDING ACKNOWLEDGMENT; COPYRIGHT

10.01 Acknowledgment. Sub-Recipient shall acknowledge the Grantor and the Consortium in any printed material, or when issuing statements, press releases, requests for proposals, bid solicitations, public announcements and other HRSA-supported publications and forums describing Grantor-funded programs, services, activities, and research projects as provided under this Agreement. Unless otherwise specified herein, such release shall contain a credit substantially as follows:

"This program/service/activity/research project was supported by the Health Resources and Services Administration of the U.S. Department of Health and Human Services (HHS) under grant number H80CS00049 – the Health Center Cluster, through a sub-award of federal funds from the San Francisco Community Clinic Consortium (SFCCC). This information or content and conclusions are those of the author and should not be construed as the official

position or policy of, nor should any endorsements be inferred by HRSA, HHS, the U.S. Government or SFCCC."

10.02 Copyrightable Material. If any copyrightable material is developed with funding under this Sub-Recipient Agreement, Consortium and DHHS shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, and authorize others to reproduce or publish, or otherwise use such material. Sub-Recipient must obtain Consortium's prior written approval to copyright any such material or to permit any third party to do so and must appropriately acknowledge the Grantor's and Consortium's support in the materials.

ARTICLE XI **GENERAL PROVISIONS**

11.01 Exhibits. All exhibits attached and/or referred to herein are fully incorporated by this reference.

11.02 Assignment and Delegation. Sub-Recipient may not assign its rights or delegate its duties under this Sub-Recipient Agreement without the Consortium's prior written approval.

11.03 Captions. The captions used in this Sub-Recipient Agreement are for convenience only and shall not affect the interpretation of this Sub-Recipient Agreement.

11.04 Choice of Law. This Sub-Recipient Agreement shall be construed in accordance with, and governed by, the laws of the State of California and in accordance with applicable federal law, regulations and policies, including but not limited to the following:

- (a) Section 330 of the Public Health Service Act (42 U.S.C. § 254b);
- (b) 42 C.F.R. Part 51c;
- (c) the terms and conditions, including any Special Terms and Conditions, of the HCH grant;
- (d) DHHS Grants Administration Manuals and DHHS Grants Policy Statement in effect as of the date this Agreement was executed; and
- (e) 2 C.F.R. Part 200, as incorporated into regulation by DHHS at 45 C.F.R. Part 75

11.05 Anti-kickback statute. Sub-Recipient 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."

11.06 Confidentiality. Neither party shall disclose this Sub-Recipient Agreement nor the terms thereof to a third party, except as provided herein or as otherwise required by law, without the prior written approval of the other party.

11.07 Notices. In order to be effective, all notices shall be personally delivered or mailed first class, postage prepaid, to the address set forth below:

For Sub-Recipient:

San Francisco Department of Public Health
101 Grove Street
Room 308
San Francisco, CA 94103

Attention: Director of Health

For The Consortium:

San Francisco Community Clinic Consortium
1550 Bryant Street, Suite 450
San Francisco, CA 94103

Attn: President and Chief Executive Officer

Notices given by mail shall be deemed received two (2) business days after mailing.

11.08 Prior Agreements. This Sub-Recipient Agreement represents the entire understanding and agreement of the parties as to those matters contained in it. No other oral or

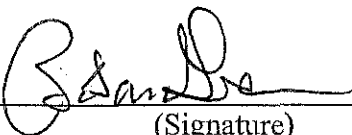
written understanding shall be of any force or effect with respect to the matters contained in this Sub-Recipient Agreement.

11.09 Severability. If any provision of this Sub-Recipient Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Sub-Recipient Agreement, and the remaining provisions shall remain enforceable between the parties unless the parties agree that such provision is of sufficient materiality to require amendment or termination of this Agreement.

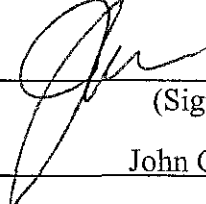
11.10 Waiver. No waiver of any provision of this Sub-Recipient Agreement shall be effective against either party unless it is in writing and signed by the party granting the waiver. The failure to exercise any rights shall not operate as a waiver of such right.

11.11 Authority and Execution. By their signature below, each of the parties represent that they have the authority to execute this Sub-Recipient Agreement and do hereby bind the party on whose behalf their execution is made.

SUB-RECIPIENT

BY: 
(Signature)
Name: Barbara Garcia, MPA
(Printed)
Title: Director of Health
Date: 2/29/16

**SAN FRANCISCO COMMUNITY
CLINIC CONSORTIUM**

BY: 
(Signature)
Name: John Gressman
Title: President & CEO
Date: 2/29/16

1. DATE ISSUED: 05/27/2016		2. PROGRAM CFDA: 93.224	
3. SUPERSEDES AWARD NOTICE dated: 04/18/2016 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.			
4a. AWARD NO.: 3 H80CS00049-15-03		4b. GRANT NO.: H80CS00049	5. FORMER GRANT NO.: H66CS00468
6. PROJECT PERIOD: FROM: 11/01/2001 THROUGH: 12/31/2018			
7. BUDGET PERIOD: FROM: 01/01/2016 THROUGH: 12/31/2016			



NOTICE OF AWARD
AUTHORIZATION (Legislation/Regulation)
 Public Health Service Act, Title III, Section 330
 Public Health Service Act, Section 330, 42 U.S.C. 254b
 Affordable Care Act, Section 10503
 Public Health Service Act, Section 330, 42 U.S.C. 254, as amended.
 Authority: Public Health Service Act, Section 330, 42 U.S.C. 254b, as amended
 Public Health Service Act, Section 330, 42 U.S.C. 254b, as amended
 Public Health Service Act, Section 330(e), 42 U.S.C. 254b
 Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b, as amended) and Section 10503 of The Patient Protection and Affordable Care Act (P.L. 111-148)
 Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b)
 Public Health Service Act, Section 330, as amended (42 U.S.C. 254b)
 Section 330 of the Public Health Service (PHS) Act, as amended (42 U.S.C. 254b, as amended)

8. TITLE OF PROJECT (OR PROGRAM): HEALTH CENTER CLUSTER

9. GRANTEE NAME AND ADDRESS:
 SAN FRANCISCO COMMUNITY CLINIC CONSORTIUM
 1550 Bryant St
 San Francisco, CA 94103-4869
DUNS NUMBER:
 625436324
 BHCNIS # 091070

10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR)
 Patricia Dunn
 SAN FRANCISCO COMMUNITY CLINIC CONSORTIUM
 Division Line: Programs
 2720 Taylor St
 San Francisco, CA 94133

11. APPROVED BUDGET:(Excludes Direct Assistance)
 Grant Funds Only
 Total project costs including grant funds and all other financial participation

a . Salaries and Wages :	\$986,582.00
b . Fringe Benefits :	\$236,728.00
c . Total Personnel Costs :	\$1,223,310.00
d . Consultant Costs :	\$0.00
e . Equipment :	\$0.00
f . Supplies :	\$72,906.00
g . Travel :	\$40,400.00
h . Construction/Alteration and Renovation :	\$0.00
i . Other :	\$662,126.00
j . Consortium/Contractual Costs :	\$22,597,832.00
k . Trainee Related Expenses :	\$0.00
l . Trainee Stipends :	\$0.00
m . Trainee Tuition and Fees :	\$0.00
n . Trainee Travel :	\$0.00
o . TOTAL DIRECT COSTS :	\$24,596,574.00
p . INDIRECT COSTS (Rate: % of S&W/TADC) :	\$0.00
q . TOTAL APPROVED BUDGET :	\$24,596,574.00
i. Less Non-Federal Share:	\$17,632,032.00
ii. Federal Share:	\$6,964,542.00

12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:

a. Authorized Financial Assistance This Period	\$6,964,542.00
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	\$0.00
ii. Offset	\$0.00
c. Unawarded Balance of Current Year's Funds	\$0.00
d. Less Cumulative Prior Awards(s) This Budget Period	\$6,439,542.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$525,000.00

13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)

YEAR	TOTAL COSTS
16	\$6,600,854.00
17	\$7,005,021.00

14. APPROVED DIRECT ASSISTANCE BUDGET:(In lieu of cash)

a. Amount of Direct Assistance	\$0.00
b. Less Unawarded Balance of Current Year's Funds	\$0.00
c. Less Cumulative Prior Awards(s) This Budget Period	\$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$0.00

15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
A=Addition B=Deduction C=Cost Sharing or Matching D=Other [D]
 Estimated Program Income: \$5,385,941.00

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
 a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is

acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS: (Other Terms and Conditions Attached []Yes []No)

Electronically signed by Elvera Messina , Grants Management Officer on : 05/27/2016

17. OBJ. CLASS: 41.51 | **18. CRS-EIN:** 1942897258A1 | **19. FUTURE RECOMMENDED FUNDING:** \$0.00

FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
16 - 398879F	93.527	16H80CS00049	\$525,000.00	\$0.00	HCH	HealthCareCenters_16

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Condition(s)

1. Due Date: Within 30 Days of Award Release Date

Submit a revised SF 424A, Line Item Budget, and Budget Narrative Justification for the Federal award amount noted on line 12e., Amount of Financial Assistance This Action on this Notice of Award (NoA). The Federal amount refers to only the Federal section 330 Health Center Program grant funding for this award, not all Federal grant funding that an applicant receives. Also include the budget breakdown for non-Federal resources. (Refer to budget requirements in the Service Area Funding Opportunity Announcement or Budget Period Renewal Non-Competing Continuation guidance for budget format.)

The budget justification must detail the costs of each line item within each object class category. For the Personnel line item, you must include the following for each employee supported by funds from this award: name of employee; base salary; % FTE on the grant; and amount of Federal funds (wages and % of fringe benefits) to be paid for the budget year. This personnel information requirement also applies to subawards/subcontracts supported by Federal funds from this grant.

Federal grant funds may not be used to pay the salary of an individual at a rate in excess of Federal Executive Level II of the Federal Executive Pay scale (currently \$185,100). This amount reflects an individual's base salary exclusive of fringe benefits and income that an individual may be permitted to earn outside of the duties to the applicant organization (i.e., rate limitation only limits the amount that may be awarded and charged to HRSA grants.)

Please contact your Grants Management Specialist for specific submission instructions.

Failure to submit the Federal Budget within 30 days will result in denial of access to funds in the PMS account related to this Grant.

Program Specific Condition(s)

1. Due Date: Within 30 Days of Award Release Date

Within 30 days of this Notice of Award, the grantee must submit into HRSA's Electronic Handbook a revised equipment list and/or revised budget narrative/justification. The revised information should only include the use of OHSE One-Time funding and not include any other budget issues within the grant.

2. Due Date: Within 120 Days of Award Issue Date

This Notice of Award (NoA) reflects approval of a change in scope to the following:

Add Additional Clinical service:

Additional Dental Services

This change in scope is not yet effective; within 120 days of the release date of this NoA (i.e., the date HRSA emailed you this Notice of Award), you must submit an electronic deliverable verifying the proposed action consistent with the description provided within the application.

Grant Specific Term(s)

- Operational funds awarded through this Oral Health Service Expansion award cannot be re-budgeted for one-time funding activities (i.e., minor renovation and/or moveable equipment purchases).

2. This Notice of Award provides Oral Health Service Expansion supplemental funding to improve and expand the delivery of oral health services at existing health centers through the following required activities: (1) adding new or enhancing existing oral health services directly and/or through contract(s) within 120 days of award; (2) increasing the number of dental patients and visits by adding at least 1.0 onsite full time equivalent (FTE) licensed dental provider(s) directly and/or through contract(s) within 120 days of award; and (3) increasing the percentage of health center patients who receive dental services at the health center.
3. The award recipient is expected to serve the projected number of dental services patients (both new and existing) as listed on Form 1A and to increase the percentage of health center patients who receive dental services at the health center by December 31, 2017. In addition, new, unduplicated projected patients as listed on Form 1A will be added to the current Patient Target. For questions about your Patient Target, email BPHCPatientTargets@hrsa.gov. The award recipient will be required to report on progress made towards reaching these proposed goals in the annual Budget Period Progress Report.
4. Funds in the amount of \$80,000 for one-time funding activities (i.e., minor renovation and/or moveable equipment purchases) must be obligated within one year from the date of award. If this date is beyond the end of your current budget period, a carryover request must be submitted to use one-time funds in the next budget period. To carry over one-time funding, the appropriate amount must be shown as unobligated (UOB) on line 10.h of the Annual Federal Financial Report (FFR), SF 425. In addition, a Prior Approval Request to carry over these funds must be submitted through EHB immediately following the FFR submission. Please consult the Grants Management Specialist for questions regarding submission of the FFR and/or Prior Approval Requests to carry over UOB funds.
5. New or enhanced dental services must be initiated/expanded within 120 days of award. If a new proposed service cannot be implemented within 120 days of award, the award recipient may request an extension of up to 90 days from their Project Officer. When responding to scope verification conditions for new services proposed on Form 5A, only verify services when they are implemented. If new services were proposed in error, select 'Not Implemented' in response to the corresponding verification condition. If new services will be implemented outside of the 120 day plus extension timeframe, they may be added to scope later via the Change in Scope (CIS) module in the HRSA Electronic Handbooks (EHB). For more information on CIS, see <http://bphc.hrsa.gov/about/requirements/scope>.
6. Applicants that are not required to file a Notice of Federal Interest, acknowledge with the receipt of the Notice of Award that the Federal interest exists in real property and equipment and will be maintained in accordance with 45 CFR Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards. The recipient shall maintain adequate documentation to track and protect the Federal Interest. For real property, adequate documentation will also include communications between the lessor and the lessee related to protecting such interest, in accordance with the standard award terms and conditions. Such documentation should be available for subsequent review by HRSA.
7. Pre-award costs such as architect's and consultant's fees necessary to the planning and design of the project may be considered for funding as long as they are included in the application, are allowable costs under the authorizing legislation and were not incurred more than 90 days prior to award issue date. It should be noted that such pre-award costs are undertaken at the applicant's risk. Consultation with the Grants Management Specialist is needed to determine if such costs will be permitted.
8. This OHSE One-time funding has been awarded based upon the information provided in the application. Proposed A&R activities or fixed equipment not identified in the one-time funding project(s) may not be funded without prior approval. If this occurs, please contact the assigned Project Officer to discuss.
9. This award provides supplemental funding for Oral Health Service Expansion activities for the period of July 1, 2016 through the end of your upcoming FY 2017 budget period. To use this funding in the upcoming budget period, the appropriate amount must be shown as unobligated (UOB) on line 10.h of the Annual Federal Financial Report (FFR), SF-425. In addition, a Prior Approval Request to carry over these funds must be submitted through EHB immediately following the FFR submission. Please consult the Grants Management Specialist for questions regarding submission of the FFR and/or Prior Approval Requests to carry over UOB funds. All Oral Health Service Expansion supplemental funds are to be used to support new and enhanced services and not supplant existing resources. Ongoing yearly funding will continue beyond FY 2016 dependent upon Congressional appropriation and satisfactory performance.

Reporting Requirement(s)

1. Due Date: Within 395 Days of Award Release Date

The grantee must scan and upload a budget narrative/justification and final equipment list showing the actual project costs into the HRSA's Electronic Handbook for the approved OHSE One-Time funding project(s) within 30 days after the completion of the project(s).

2. Due Date: Within 395 Days of Award Release Date

The grantee will submit documentation for the approved project(s) certifying that the project(s) have been completed in accordance with the previously provided certified documents and in accordance with all mandatory requirements imposed on federally-assisted projects by specific laws enacted by Congress, Presidential Executive Orders, or Departmental Policy, as well as all applicable program standards, State codes, and local codes and ordinances. Be certain to use the provided template when completing this requirement. Please upload the required documentation for the approved project(s) into the HRSA Electronic Handbooks.

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

All prior terms and conditions remain in effect unless specifically removed.

Contacts**NoA Email Address(es):**

Name	Role	Email
John W Gressman	Authorizing Official	jgressman@sfccc.org
Maria W Powers	Business Official	mpowers@sfccc.org
Patricia Dunn	Program Director	pdunn@sfccc.org

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Charles Brucklier at:

MailStop Code: 3337

BPHC-Southwest Division/Region II

26 Federal Plaza

OFC 3337

New York, NY, 10278-

Email: cbrucklier@hrsa.gov

Phone: (212) 642-2571

Fax: (301) 594-4983

Division of Grants Management Operations:

For assistance on grant administration issues, please contact Christie Walker at:

MailStop Code: 10SWH03

OFAM/DGMO/HCB

5600 Fishers Ln

Rockville, MD, 20852-1750

Email: cwalker@hrsa.gov

Phone: (301) 443-7742

Fax: (301) 443-9810