File No.	170821	Committee Item No <del>\</del> Board Item No	
		ADD OF SUDEDVISORS	

# COMMITTEE/BOARD OF SUPERVISORS

	AGENDA PACKET CONT	ENTS LIST	
	Budget & Finance Committee	Date _	September 7,2017
Conta Dage	-1		
Cmte Boar	Motion Resolution Ordinance Legislative Digest Budget and Legislative Analyst Youth Commission Report Introduction Form Department/Agency Cover Lette MOU Grant Information Form Grant Budget Subcontract Budget Contract/Agreement Form 126 – Ethics Commission Award Letter Application Public Correspondence	-	oort
OTHER	(Use back side if additional spa	ce is needed	i)
		Date	<del></del>
Completed l	y: Linda Wong	Date	

FILE NO. 170821

Resources Grant - \$225,3661

### RESOLUTION NO.

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2	

Resolution retroactively authorizing the Department of Public Health to accept and expend a grant in the amount of \$225,366 from Public Health Foundation Enterprises, Inc., to participate in a program entitled Zika Response Resources Grant, for the period of March 1, 2017, through July 31, 2018.

[Accept and Expend Grant - Public Health Foundation Enterprises, Inc. - Zika Response

WHEREAS, Public Health Foundation Enterprises, Inc. is the recipient of a grant award from California Department of Public Health supporting Zika Response Resources Grant; and

WHEREAS, With a portion of these funds, Public Health Foundation Enterprises, Inc. has subcontracted with San Francisco Department of Public Health (DPH) in the amount of \$225,366 for the period of March 1, 2017, through July 31, 2018; and

WHEREAS, The purpose of this project is to improve the ability to investigate and follow up on Zika cases and specifically, to enroll pregnant women with Zika infection in the CDC Zika registry and provide follow up information to the registry regarding the status of the pregnancy and the infant; and

WHEREAS, This project will track Zika testing requests and assurance of completeness and accuracy of Zika-related data and will provide public health nursing case management for families with Zika-affected pregnancies; and

WHEREAS, Education and outreach to obstetric and pediatric providers will be provided regarding guidance for testing and care of patients with Zika risk or Zika infection; and

WHEREAS, This project will include updating and improvement of DPH's Zika webpages for medical providers and the public; and

WHEREAS, The grant does not require an Annual Salary Ordinance Amendment; and

WHEREAS, A request for retroactive approval is being sought because DPH received the agreement on April 6, 2017, for a project start date of March 1, 2017; and

WHEREAS, The budget includes a provision for indirect costs in the amount of \$41,274.50; now, therefore, be it

RESOLVED, That DPH is hereby authorized to retroactively accept and expend a grant in the amount of \$225,366 from Public Health Foundation Enterprises, Inc.; and, be it

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

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

**RECOMMENDED:** 

allele for

Barbara A. Garcia, MPA Director of Health APPROVED:

Office of the Mayor

Office of the Controller

File Number: 17082 (Provided by Clerk of Board of Supervisors)

## **Grant Resolution Information Form**

(Effective July 2011)

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

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

- 1. Grant Title: Zika Response Resources Grant
- 2. Department: Department of Public Health
  Population Health Division
  Disease Prevention and Control Branch (DPC)
- 3. Contact Person: Cora Hoover, MD, MPH Telephone: 415-437-6343
- 4. Grant Approval Status (check one):

[x] Approved by funding agency

[] Not yet approved

- 5. Amount of Grant Funding Approved or Applied for: \$225,366
- 6a. Matching Funds Required: No
- b. Source(s) of matching funds (if applicable): N/A
- 7a. Grant Source Agency: California Department of Public Health
- b. Grant Pass-Through Agency (if applicable): Public Health Foundation Enterprises, Inc.
- 8. Proposed Grant Project Summary:

This grant allows for enhanced Zika response and services to Zika-affected families by SFDPH in several areas: 1) Improved ability to investigate and follow up Zika cases, and specifically to enroll pregnant women with Zika infection in the CDC Zika registry and provide follow up information to the registry regarding the status of the pregnancy and the infant. 2) Tracking of Zika testing requests and assurance of completeness and accuracy of Zika-related data. 3) Public health nursing case management for families with Zika-affected pregnancies 4) Education and outreach to Obstetric and Pediatric providers regarding guidance for testing and care of patients with Zika risk or Zika infection 5) Updating and improvement of SFDPH's Zika webpages for medical providers and the public.

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

Start-Date: March 1, 2017 End-Date: July 31, 2018

- 10a. Amount budgeted for contractual services: \$0
  - b. Will contractual services be put out to bid?
  - c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements?
  - d. Is this likely to be a one-time or ongoing request for contracting out?
- 11a. Does the budget include indirect costs? [X] Yes [] No

b1. If yes, how much? \$41,274.50 b2. How was the amount calculated? 25% of total personnel
c1. If no, why are indirect costs not included?  [] Not allowed by granting agency  [] To maximize use of grant funds on direct services  [] Other (please explain):
c2. If no indirect costs are included, what would have been the indirect costs?
12. Any other significant grant requirements or comments:  We respectfully request for approval to accept and expend these funds retroactive to March 1, 2017.  The approved budget and agreement was received on April 6, 2017 for a project start date of March 1, 2017.
GRANT CODE (Please include Grant Code and Detail in FAMIS): HCDC28/1700
**Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)
13. This Grant is intended for activities at (check all that apply):
[X] Existing Site(s) [] Existing Structure(s) [] Existing Program(s) or Service(s) [] Rehabilitated Structure(s) [] New Program(s) or Service(s) [] New Site(s) [] New Structure(s)
14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:
1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
<ol> <li>Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.</li> </ol>
If such access would be technically infeasible, this is described in the comments section below:
Comments:
Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:
Toni Rucker, PhD
(Name)
Chief Cultural Competency and Workforce Development Officer, DPH ADA Coordinator (Title)
Date Reviewed:
(Signature Required)

Rev: 08-2014

# Department Head or Designee Approval of Grant Information Form:

Barbara A. Garcia, MPA	
(Name)	
Director of Health	
(Title)	( h 00 00 0
Date Reviewed: 6(15 (17	Chille of for
	(Signature Required)

## Name of Local Health Department: San Francisco Department of Public Health

One									
- Position Title	Type of Staff	Number of Months	FTE FT = 1,0	Monthly Salary	Total Salary Requested	Benefits/ Fringe%	Total Benefits / Fringe Requested	Total Salary + Fringe Requested	Justification
- 1 OSICION TICLE	Type of Scall	Wienia	111-2,0	Jaiaty	Requested	1 1111geza	Requested	Thige Requested	This public service aide will track Zika testing
									requests (suspect cases) with respect to demographics, pregnancy status, timing of travel,
									and symptoms. He or she will be responsible for
									date entry into CalREDIE; assurance of data
					i		•		completeness and accuracy; Interface with medica
					ļ				providers to communicate VRDL test results and complete missing patient information. He or she
									will also provide support to the Zika Public Health
Public Service	Other	17.00	0.00	ć2 270 00	¢55 000 35	. 450/	\$25,195.66	604 40C 04	Nurse for provider outreach activities and Zika
Aide - 9924	Other	17.00	0.98	\$3,378.00	\$55,990.35	45%	\$25,195.00	\$81,186.01	registry follow up. investigate confirmed and probable Zika cases,
									including providing education, counseling, and
ŀ	1								referrals; he or she will ensure enrollment of Zika- affected pregnant women and/or infants in the
					, ,				Zika registry with follow-up communications
									and/or office visits to pediatric providers to ensure
								l	form completion. The nurse will also work across the Communicable Disease Control Unit and
									Maternal, Child, and Adolescent Health Field
									Nursing programs to provide case management to
									pregnant women with Zika and their infants. Case management will focus on assuring establishment
									of a medical home and ongoing pediatric follow up
		[				1			so any Zika-associated abnormalities can be
				1	-				identified. The nurse will be trained in the "academic detailing" model of structured outreach
								i	to medical providers with a focus on providers'
									behavior change. The nurse will do outreach to SF
	·								OB providers to increase adherence to Zika testing guidelines, and will do outreach to the pediatric
							-		providers caring for infants born to mothers with
Special Nurse -	Public Health						, i		Zika to ensure completion and submission of Zika registry forms and adherence to guidance for
P103	Nurse	17.00	0.29	\$15,487.33	\$77,195.94	8.7%	\$6,716.05	\$83,911.99	appropriate clinical follow up.
Sub-Total .		34.00	1.27	\$18,865.33	\$133,186.29		\$31,911.70	\$165,098.00	The state of the s
Equipment	Quantity	Unit Cost	Subtotal	Taxes	Shipping Cost	w - 1 - 1	I ma ni Qeli	Total Requested	Justification
			-		Stripping cost			, otal frequence	These computer units including hard drive and
									monitor are to be provided to the employees (992- Public Service Aide and p103 Nurse) who will be
Computer	\$ 2.00	\$ 1,200.00	\$ 2,400.00	\$ 204.00	\$ 100.00			\$2,704.00	added for this grant.
Sub-Total		2.5	14 15 12 1	To the later		1. 65 mg		\$2,704.00	
Supplies	Quantity	Unit Cost	Subtotal	Taxes	Shipping Cost	1-2	Tarabatika mi	Total Requested	Justification
	1								
									Office supplies required for two new staff people
									Office supplies required for two new staff people who will be added as a result of this grant. Unit cost included cost for pens, pencils, papers,
						-		4	who will be added as a result of this grant, Unit cost included cost for pens, pencils, papers, notepads, clips, folders, binders, staples, post-it
Office Supplies	\$ 2.00	\$ 350.00	\$ 700.00	\$ 59.50	\$ 30.00			\$789.50	who will be added as a result of this grant. Unit cost included cost for pens, pencils, papers, notepads, clips, folders, binders, staples, post-it notes, toner cartridges, file cabinets, etc.
Office Supplies Sub-Total	\$ 2.00	\$ 350,00	\$ 700,00	\$ 59.50	\$ 30.00				who will be added as a result of this grant, Unit cost included cost for pens, pencils, papers, notepads, clips, folders, binders, staples, post-it
	5.000.000	\$ 350.00	\$ 700.00	\$ 59.50	\$ 30.00				who will be added as a result of this grant. Unit cost included cost for pens, pencils, papers, notepads, clips, folders, binders, staples, post-it notes, toner cartridges, file cabinets, etc.
	Describe products	\$ 350.00	\$ 700,00	\$ 59.50	\$ 30.00				who will be added as a result of this grant. Unit cost included cost for pens, pencils, papers, notepads, clips, folders, binders, staples, post-it notes, toner cartridges, file cabinets, etc.
	5.000.000	\$ 350.00	\$ 700.00	\$ 59.50	\$ 30.00				who will be added as a result of this grant. Unit cost included cost for pens, pencils, papers, notepads, clips, folders, binders, staples, post-it notes, toner cartridges, file cabinets, etc.
	Describe products for printing and/or Other outreach/material			\$ 59.50	\$ 30.00			\$789.50	who will be added as a result of this grant. Unit cost included cost for pens, pencils, papers, notepads, clips, folders, binders, staples, post-it notes, toner catridges, file cabinets, etc.
	Describe products for printing and/or Other		\$ 700.00	\$ 59.50	\$ 30.00				who will be added as a result of this grant. Unit cost included cost for pens, pencils, papers, notepads, clips, folders, binders, staples, post-it notes, toner cartridges, file cabinets, etc.
	Describe products for printing and/or Other outreach/material			\$ 59.50	\$ 30.00			\$789.50	who will be added as a result of this grant. Unit cost included cost for pens, pencils, papers, notepads, clips, folders, binders, staples, post-it notes, toner cartridges, file cabinets, etc.  Justification  User-friendly provider education materials will be
	Describe products for printing and/or Other outreach/material			\$ 59.50	\$ 30.00			\$789.50	who will be added as a result of this grant. Unit cost included cost for pens, pencils, papers, notepads, clips, folders, binders, staples, post-it notes, toner cartridges, file cabinets, etc.    Justification   Justificat
Sub-Total	Describe products for printing and/or Other outreach/material			\$ 59.50	\$ 30.00			\$789.50  Dollars Requested	who will be added as a result of this grant. Unit cost included cost for pens, pencils, papers, notepads, clips, folders, binders, staples, post-it notes, toner cartridges, file cabinets, etc.  Justification  User-friendly provider education materials will be developed and printed that can be used to educat OB and pediatric providers (individually or in small groups) regarding indications for Zika testing and
Sub-Total	Describe products for printing and/or Other outreach/material s	Materials			\$ 30.00			Dollars Requested	who will be added as a result of this grant. Unit cost included cost for pens, pencils, papers, notepads, clips, folders, binders, staples, post-it notes, toner cartridges, file cabinets, etc.  Justification  User-friendly provider education materials will be developed and printed that can be used to educate OB and pediatric providers (individually or in small groups) regarding indications for Zika testing and appropriate follow-up for Zika-affected Infants.
Sub-Total	Describe products for printing and/or Other outreach/material			\$ 59.50	\$ 30.00			Dollars Requested	who will be added as a result of this grant. Unit cost included cost for pens, pencils, papers, notepads, clips, folders, binders, staples, post-it notes, toner cartridges, file cabinets, etc.  Justification  User-friendly provider education materials will be developed and printed that can be used to educat OB and pediatric providers (individually or in small groups) regarding indications for Zika testing and
Sub-Total  Printing Sub-Total	Describe products for printing and/or Other outreach/material s	Materials			\$ 30.00			\$789.50  Dollars Requested  \$500.00	who will be added as a result of this grant. Unit cost included cost for pens, pencils, papers, notepads, clips, folders, binders, staples, post-it notes, toner cartridges, file cabinets, etc.  Justification  User-friendly provider education materials will be developed and printed that can be used to educate OB and pediatric providers (individually or in small groups) regarding indications for Zika testing and appropriate follow-up for Zika-affected infants.
Sub-Total  Printing Sub-Total	Describe products for printing and/or Other outreach/material s	Materials			\$ 30.00			Dollars Requested	who will be added as a result of this grant, Unit cost included cost for pens, pencils, papers, notepads, clips, folders, binders, staples, post-it notes, toner cartridges, file cabinets, etc.  Justification  User-friendly provider education materials will be developed and printed that can be used to educate to B and pediatric providers (individually or in small groups) regarding indications for Zika testing and appropriate follow-up for Zika-affected infants.  Justification
Sub-Total	Describe products for printing and/or Other outreach/material s	Materials			\$ 30.00			\$789.50  Dollars Requested  \$500.00	who will be added as a result of this grant. Unit cost included cost for pens, pencils, papers, notepads, clips, folders, binders, staples, post-it notes, toner cartridges, file cabinets, etc.  Justification  User-friendly provider education materials will be developed and printed that can be used to educate OB and pediatric providers (individually or in small groups) regarding indications for Zika testing and appropriate follow-up for Zika-affected infants.
Sub-Total  Printing Sub-Total	Describe products for printing and/or Other outreach/material s	Materials			\$ 30.00			\$789.50  Dollars Requested  \$500.00	who will be added as a result of this grant, Unit cost included cost for pens, pencils, papers, notepads, clips, folders, binders, staples, post-it notes, toner cartridges, file cabinets, etc.    Justification
Sub-Total  Printing Sub-Total	Describe products for printing and/or Other outreach/material s	Materials			\$ 30.00			\$789.50  Dollars Requested  \$500.00	who will be added as a result of this grant. Unit cost included cost for pens, pencils, papers, notepads, clips, folders, binders, staples, post-it notes, toner cartridges, file cabinets, etc.  Justification  User-friendly provider education materials will be developed and printed that can be used to educate OB and pediatric providers (individually or in small groups) regarding indications for Zika esting and appropriate follow-up for Zika-affected Infants.  Justification  (with whom the program has an existing relationship) to make updates to the organization and layout of the Zika webpages and the appropriate navigation paths to these pages.
Sub-Total  Printing Sub-Total	Describe products for printing and/or Other outreach/material s	Materials			\$ 30.00			\$789.50  Dollars Requested  \$500.00	who will be added as a result of this grant, Unit cost included cost for pens, pencils, papers, notepads, clips, folders, binders, staples, post-it notes, toner cartridges, file cabinets, etc.    Justification
Printing Sub-Total  Other Activities Co	Describe products for printing and/or Other outreach/material s Academic Detailing	Materials						Dollars Requested \$500.00 \$500.00 Dollars Requested \$15,000.00	who will be added as a result of this grant. Unit cost included cost for pens, pencils, papers, notepads, clips, folders, binders, staples, post-it notes, toner cartridges, file cabinets, etc.    Justification
Printing Sub-Total Other Activities Co	Describe products for printing and/or Other outreach/material s  Academic Detailing	Materials			\$ 30.00			Dollars Requested \$500.00 \$500.00	who will be added as a result of this grant. Unit cost included cost for pens, pencils, papers, notepads, clips, folders, binders, staples, post-it notes, toner cartridges, file cabinets, etc.    Justification
Printing Sub-Total Other Activities Co	Describe products for printing and/or Other outreach/material s  Academic Detailing osts Description	Materials						Dollars Requested \$500.00 \$500.00 Dollars Requested \$15,000.00	who will be added as a result of this grant, Unit cost included cost for pens, pencils, papers, notepads, clips, folders, hinders, staples, post-it notes, toner cartridges, file cabinets, etc.    Justification
Printing Sub-Total  Other Activities Co  Website maintena Sub-Total  Indirect Costs Des	Describe products for printing and/or Other outreach/material s  Academic Detailing osts Description	Materials						Dollars Requested \$500.00 \$500.00 Dollars Requested \$15,000.00 \$15,000.00 Indirect Costs	who will be added as a result of this grant. Unit cost included cost for pens, pencils, papers, notepads, clips, folders, binders, staples, post-it notes, toner cartridges, file cabinets, etc.    Justification
Printing Sub-Total  Other Activities Co	Describe products for printing and/or Other outreach/material s  Academic Detailing osts Description	Materials						\$500.00 \$5500.00  Dollars Requested  \$500.00  \$15,000.00	who will be added as a result of this grant. Unit cost included cost for pens, pencils, papers, notepads, clips, folders, hinders, staples, post-it notes, toner cartridges, file cabinets, etc.    Justification

Grand Total

#### WORK ORDER AGREEMENT

This Work Order Agreement (this "Agreement") is hereby made by and between Public Health Foundation Enterprises. Inc., a 501(c)(3) California nonprofit corporation (hereafter "PHFE", or "Client"), and the Local Health Department identified below (hereafter "Local Health Department") and sets forth the terms and conditions between Client and Local Health Department, for agreed services, as required by the Client, and as stated in this Agreement. This Agreement does not designate Local Health Department as the agent or legal representative of PHFE for any purpose whatsoever. (PHFE and Local Health Department shall be referred to herein individually as a \*party" and collectively as the "parties").

#### I. IDENTIFIED PARTIES

#### CLIENT

Public Health Foundation Enterprises, Inc. 13300 Crossroads Parkway North, Suite 450 City of Industry, CA 91746 www.phfe.org

Attention; Rochelle McLaurin, Asst. Director Contracts and Grants <u>FLCZikaLHD@phfe.org</u>

> Grant#: 6NU50CK000410-03-06 CFDA#: 93,323 Program #0187,1<del>000</del>

LOCAL HEALTH DEPARTMENT
San Francisco Department of Public Health
25 Van Ness, Suite 500
San Francisco, CA 94102
Attention: Cora Hoover, MD, MPH
Cora Hoover@sfdph.org
415.554,2830

- II. TERM. Unless otherwise terminated or extended by written notice, the term of this Agreement shall commence on 3/1/2017 and term on 7/131/2018.
- III. SERVICES AND COMPENSATION. Local Health Department shall perform the services (the "Services") described below and as described in Attachment A, Statement of Work ("SOW") attached hereto and incorporated herein by this reference. The Services will take place at the location as referenced in Section 1, Identified Parties for Local Health Department and at such other location as may be set forth in the SOW:
  - (a) Services. Local Health Department shall perform all services as stated in the SOW. Local Health Department shall perform the Services in accordance with generally accepted professional standards and in an expeditious and economical manner consistent with sound professional practices. Local Health Department maintains and shall maintain at all times during the term of this Agreement all applicable federal, state and local business and other licenses, including any professional licenses or certificates, industrial permits and/or licenses, Industry specific licenses, licenses required by the state(s) and/or locality(s) in which it does business, fictitious business names, federal tax identification numbers, insurance, and anything else required of Local Health Department as a business operator or to perform the Services.
  - (b) Payment. PHFE agrees to compensate the Local Health Department on a Cost-Reimbursable Contract. See Attachment A "Budget" for fine item budget detail. Local Health Department shall be compensated only for Services actually performed and required as set forth herein and any services in excess will not be compensated. The total compensation payable to the Local Health Department hereunder shall be as set forth below: A total to not exceed \$225,366

If for any reason Local Health Department receives an overpayment of amount described above, Local Health Department shall promptly notify PHFE or such and repay said amount to PHFE within 10 days of demand for such repayment.

(c) Invoice, invoices shall be submitted. See Attachment C for "Required Invoice Template": Monthly, No Later than 30 Days after month end

Payment for all undisputed amounts of submitted invoices shall be paid no later than 30 days after PHFE's receipt of the invoice and required back up documentation. Local Health Department shall submit invoices to the attention of the contact person identified by PHFE. All final invoices must be received within 30 days of the expiration or termination of this Agreement or within such earlier time period as PHFE may require. If any invoices are not submitted within such time periods, Local Health Department waives all rights to payment under such invoices. Local Health Department shall be solely responsible for the payment of all federal, state and local income taxes, social security taxes, federal and state unemployment insurance and similar taxes and all other assessments, taxes, contributions or sums payable with respect to Local Health Department or its employees as a result of or in connection with the Services performed by Local Health Department hereunder.

#### (d) Budget Modifications.

The budget may be modified

- Informal Budget Modification: Two (2) times throughout the term of this agreement. The informal budget modification must be a change of <10%. The request must be in writing to <u>ELCZikal.HD@phfe.org</u>
- Formal Budget Modification: Two (2) times throughout the term of this agreement. The formal budget modification must be a change of 10% or greater. The request must be in writing on agency letterhead to <u>ELCZikaLHD@phfe.org</u>.
- INSURANCE. Local Health Department, at its sole cost and expense, shall at all times during the term of this Agreement maintain the insurance coverage set forth on Attachment B, attached hereto and incorporated herein by this reference, on the terms and conditions described therein. Evidence of such insurance coverage shall be provided to PHFE by Local Health Department prior to commencing performance of the Services under this Agreement in the form of a Certificate of Insurance or Certificate of Self-Insurance.

ร้างเหมือนนา นายเมือนการ

AUTHORIZED SIGNERS. The undersigned certify their acknowledgment of the nature and scope of this agreement and support it in its entirety.

Signature & Date

Public Health Foundation Enterprises, Inc.

Signature & Date-Local Health Department Tomas Aragon, MD, DrPH, Director of PHD

Name & Title

#### **TERMS AND CONDITIONS**

1. INDEPENDENT LOCAL HEALTH DEPARTMENT RELATIONSHIP. Nothing herein is intended to place the parties in the relationship of employer-employee, partners, joint venturers, or in anything other than an independent Local Health Department relationship. Local Health Department shall not be an employee of PHFE for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims.

Local Health Department shall retain sole and absolute discretion and judgment in the manner and means of carrying out Local Health Department's Services hereunder. Local Health Department is in control of the means by which the Services are accomplished. Any advice given to Local Health Department regarding the Services shall be considered a suggestion only, not an instruction. PHFE retains the right, but does not have the obligation, to inspect, stop, or alter the work of Local Health Department to assure its conformity with this Agreement, Local Health Department shall be responsible for completing the Services in accordance with this Agreement and within the time period and schedule set forth in the SOW, but Local Health Department will not be required to follow or establish a regular or daily work schedule.

 FEDERAL, STATE, AND LOCAL PAYROLL TAXES. Neither federal, nor state, nor local income tax nor payroll taxes of any kind shall be withheld or paid by PHFE on behalf of Local Health Department or the employees of Local Health Department. Local Health Department shall not be treated as an employee with respect to the services performed hersunder for federal or state tax purposes.

Local Health Department understands that Local Health Department is responsible to pay, according to law, Local Health Department's Income taxes. If Local Health Department is not a corporation or other legal entity, Local Health Department further understands that Local Health Department may be liable for self-employment (social security) tax, to be paid by Local Health Department according to law. Local Health Department agrees to defend, Indemnify and hold PHFE harmless from any and all claims made by federal, state and local taxing authorities on account of Local Health Department's failure to pay any federal, state or local lincome and self-employment taxes or other assessments due as result of Local Health Department's Services hereunder. Furthermore, to avoid conflict with federal or state regulations, Local Health Department with not be eligible for employment with PHFE within the same calendar year in which Local Health Department performed services for PHFE.

- FRINGE BENEFITS. Because Local Health Department is an independent entity, Local Health Department is not eligible for, and shall not participate in, any PHFE pension, health, or other fringe or employee benefit plans. Only personnel hired as PHFE employees will receive fringe benefits.
- 4. WORKERS' COMPENSATION. No workers' compensation insurance shall be obtained by PHFE concerning Local Health Department or the employees of Local Health Department. All persons hired by Local Health Department to assist in performing the tasks and duties necessary to complete the Services shall be the employees of Local Health Department unless specifically indicated otherwise in an agreement signed by all parties, Local Health Department shall immediately provide proof of insurance, including Workers' Compensation insurance and General Liability insurance, covering said employees, upon request of PHFE.
- EQUIPMENT AND SUPPLIES. Local Health Department shall provide all necessary equipment, materials and supplies required by Local Health Department to perform the Services. Local Health Department
- 6. TERMINATION. PHFE may terminate this Agreement without cause at any time by giving written notice to Local Health Department at least 15 days prior to the effective date of termination. Either party may terminate this Agreement with reasonable cause effective immediately by giving written notice of termination for reasonable cause to the other party. Reasonable cause shall mean: (A) material violation or breach of this Agreement; (B) any act of the other party that exposes the terminating party to liability to others for personal injury or property damage or

any other harm, damage or injury; (C) cancellation or reduction of funding affecting the Program affecting the Services; or (D) improper use of funds. In the event this Agreement is terminated for reasonable cause by PHFE, Local Health Department shall not be relieved of any liability to PHFE for damages and PHFE may withhold any payments to Local Health Department for the purpose of setoff until such time as the actual amount of damages due to PHFE from Local Health Department is retermined.

Upon the expiration or termination of this Agreement, Local Health Department shall immediately return to PHFE all computers, cell phones, smart phones, computer programs, filles, documentation, user data, media, related materiat, finished or unfinished documents, studies, reports and any and all Confidential information (as defined below) and Work Product (as defined below). PHFE shall have the right to withhold final payment to Local Health Department until all such items are returned to PHFE.

These Terms and Conditions and any other provisions of this Agreement that by their nature should or are intended to survive the expiration or termination of this Agreement shall survive and the parties shall continue to comply with the provisions of this Agreement that survive. Notwithstanding any termination that may occur, each party shall continue to be responsible for carrying out all the terms and conditions required by law to ensure an orderly and proper conclusion.

- 7. COMPLIANCE WITH LAWS. Local Health Department shall comply with all state and federal statutes and regulations applicable to Local Health Department, the Services and the Program in performing Local Health Department's obligations under this Agreement. Local Health Department represents and warrants that neither Local Health Department nor its principals or personnel are presently, nor will any of them be during the term of this Agreement, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or funding agency.
- 8. HiPAA (if applicable). In the event that Local Health Department's performance under this Agreement may expose Local Health Department to individually identifiable health Information or other medical Information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and any regulations promulgated in connection thereto, then Local Health Department agrees to execute and deliver a copy of PHFE's standard Business Associate Agreement or Business Associate SubLocal Health Department Agreement, as applicable, as required by HIPAA.
- CONFIDENTIALITY AND NON-DISCLOSURE. PHFE and Local Health Department agree that during the course of this Agreement, Local Health Department may be exposed to and become aware of certain unique and confidential information and special knowledge (hereinafter "Confidential Information") provided to or developed by PHFE and/or Local Health Department. Said Confidential Information includes, but is not limited to, the identity of actual and potential clients of PHFE, client lists, particular needs of each client, the manner in which business is conducted with each client, addresses, telephone numbers, and specific characteristics of clients; financial information about PHFE and/or its clients; client information reports; mailing labels; various sales and marketing information, sales report forms; pricing information, or billing information); pending projects or proposals; business plans and projections, including new product, facility or expansion plans; employee salaries; contracts and wage information; malling plans and programs; technical know-how; designs; products ordered; business methods; processes; records; specifications; computer programs; accounting; and information disclosed to PHFE by any third party which PHFE is obligated to treat as confidential and/or proprietary.

Local Health Department expressly acknowledges that the Confidential Information constitutes confidential, valuable, special and unique assets of PHFE or, if applicable, any third-parties who may have disclosed Confidential Information to PHFE and that the Confidential Information belongs to and shall

2 | Work Order Agreement - San Francsico 0187,1390

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remain the property of PHFE and such third-parties. Local Health Department further expressly acknowledges that the Confidential Information derives independent actual or potential economic value from not being generally known to the public or to other persons and Local Health Department agrees to afford PHFE protection against any unauthorized use of the Confidential Information or any use of the Confidential Information in any manner that may be detrimental to PHFE.

Therefore, Local Health Department agrees to hold any and all Confidential Information in the strictest of confidence, whether or not particular portions or aspects thereof may also be available from other sources. Local Health Department shall not disclose Confidential Information in any manner whatsoever, directly or Indirectly, or use if in any way whatsoever, either during the term of this Agreement or at any time thereafter, except solely for the purpose of performance under this Agreement. Further, Local Health Department shall develop and maintain procedures and take other reasonable steps in furtherance of PHFE's desire to maintain the confidentiality of the Confidential Information.

All documents and other items which might be deemed the subject of or related to Confidential Information of PHFE's business, whether prepared, conceived, originated, discovered, or developed by Local Health Department, in whole or in part, or otherwise coming into Local Health Department's possession, shall remain the exclusive property of PHFE and shall not be copied or removed from the premises of PHFE without the express written consent of PHFE. All such items, and any copies thereof, shall be immediately returned to PHFE by Local Health Department upon request at any time and upon termination of this Agreement. This section shall survive expiration or termination of this Agreement.

- 10. NON-SOLICITATION OF EMPLOYEES. During the term of this Agreement and for two years following its termination, Local Health Department shall not induce, encourage, or advise any person who is employed by or is engaged as an agent or independent Local Health Department by PHFE to leave the employment of PHFE or otherwise raid the employees of PHFE, without the express written consent of PHFE. Nothing contained in this paragraph shall constitute a waiver by PHFE of any rights it may have if Local Health Department engages in actionable conduct after the two year period referred to above.
- 11. WORKS FOR HIRE. Local Health Department agrees that all inventions, original works of authorship, developments, concepts, know-how, discoveries, ideas, logos, improvements, trade secrets, secret processes, patents, patent applications, software, platforms, service marks, trademarks, trademarks applications, copyright and copyright registrations, whether or not patentable or registerable under copyright, trademark or other similar laws, made, conceived or developed by Local Health Department, in whole or in part, either alone or in connection with others, that relate to the Services under this Agreement or the operations, activities, research, investigation, business or obligations of PHFE (collectively, the "Work Product") are the sole property of the PHFE and all right, title, interest and ownership in all such Work Product, including but not limited to copyrights, trademarks, patents, trade secret rights, trade names, and know-how and the rights to secure any renewals, reissues, and extensions thereof, will vest in the PHFE. The Work Product will be deemed to be "works made for hire" under United States copyright law (17 U.S.C. Section 101 et seq.) and made in the course of this Agreement, and Local Health Department expressly disclaims any interest in the Work Product.

To the extent that the Work Product may not, by operation of law, vest in the PHFE or may not be considered to be works made for hire, all right, title and interest therein are hereby irrevocably assigned to the PHFE. Local Health Department understands that PHFE may register the copyright, trademark, patent and other rights in the Work Product in PHFE's name and Local Health Department grants PHFE the exclusive right, and appoints PHFE as attorney-in-fact, to execute and prosecute in Local Health Department's name as author or inventor or in PHFE's name as assignee, any application for registration or recordation of any copyright, trademark, patent or other right or interest in or to the Work Product, and to undertake any enforcement action with respect to any Work Product. Local Health Department hereby agrees to sign such applications, documents, assignment forms and other papers as the PHFE requests from time to time to further confirm this assignment and Local Health Department agrees to give the PHFE and any person designated by the PHFE any reasonable assistance required to perfect and enforce the rights defined in this section. Local Health Department further understands that the PHFE has full, complete and exclusive ownership of the Work Product. In the event the aforementloned assignment is invalid, Local Health Department grants PHFE a non-exclusive, worldwide, perpetual, fully paid-up, irrevocable, right and license to use, reproduce, make, sell, perform and display (publicly or otherwise), and distribute, and modify and otherwise make derivative works of the Work Product and to authorize third parties to perform any or all of the foregoing on its behalf, including through multiple tlers of sublicenses. Local Health Department agrees not to use the Work Product Property for the benefit of anyone other than PHFE without PHFE's prior written permission.

All rights, interest and ownership to the Work Product granted or assigned to PHFE hereunder shall be subject to any rights of the Program under PHFE's agreement with the Program and any rights of the United States Federal Government under applicable laws and regulations.

2. INDEMNITY. Local Health Department hereby agrees to indemnify, hold harmless and defend PHFE, its board of trustees, officers, directors, agents, Local Health Departments, subcontractors, employees, affiliated companies, representatives, and agents (collectively, the "Local Health Department Indemnified Parties") from and against any and all claims, causes of action, costs, demands, lawsuits, expenses (including, without limitation, attorney's fees and costs), interest, penalties, losses, demages, settlements, liabilities, and any and all amounts paid in investigation or defense incurred by any of the Local Health Department's (or its agents', subcontractors' or employees') performance of the Services; (ii) Local Health Department's (or its agents', subcontractors' or employees') default, non-performance or breach of this Agreement, including any representations, warranties, or certifications; (iii) any elleged or actual acts or omissions of Local Health Department (or its agents, subcontractors or employees) relating to services provided outside the scope of this Agreement; (iv) Local Health Department's (or its agents', subcontractors' or employees') violation of any federal, state or local law or regulation; or (v) any claims or actions that the Work Product, or any element thereof, infringes the intellectual, privacy or other rights of any party.

If any lawsuit, enforcement or other action is filed against any of the Local Health Department Indemnified Parties Local Health Department for which the Local Health Department Indemnified Parties are entitled to indemnification pursuant to this Agreement, Local Health Department and such other Local Health Department indemnified Parties may elect to have Local Health Department, Local Health Department's sole expense, take control of the defense and investigation of such lawsuit or action using attorneys, investigators and others reasonably satisfactory to Local Health Department. The parties shall cooperate in all reasonable respects with the investigation, trial, and defense of any such lawsuit or action and any appeal arising from it. The terms of this section shall survive the termination of this Agreement.

13. RECORD RETENTION AND ACCESS TO RECORDS. Local Health Department agrees to refain all books, documents, papers, files, accounts, fiscal data, records, and reports relating to this Agreement or the Services. Including, but not limited to, evidence pertaining costs and expenses, payment information, accounts of services provided and any other information or documentation related to Local Hoalth Department's performance under this Agreement. Local Health Department shall retain all such records for a period of not less than seven (7) years after finel payment is made under this Agreement and all pending matters are closed or longer if required by (i) PHFE's record retention policy, (ii) the Program, or (iii) any other applicable laws or regulations, including under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards issued by the federal Office of Management Budget codified at 2 CFR Part 200 ("Uniform Guidance") and Federal Acquisition Regulation (FAR) System regulations at 48 CFR 4,700 et seq. Notwithstanding the foregoing, in the event any litigation, claim, negotiation, audit or other action is commerced prior to the expiration of the aforementioned retention period, all records related to such litigation, claim, negotiation, audit or other action, audit or other action.

Local Health Department agrees that PHFE, the Program, the U.S. Comptroller General and their respective authorized representatives or designees shall have the right, upon demand, to access, examine, copy, audit or inspect any and all of the records described in this section, including on-site audits, reviews and copying of records. The terms of this section shall survive expiration or termination of the Agreement.

- AMENDMENTS. Amendments to this Agreement shall be in writing, signed by the party to be obligated by such amendment and attached to this Agreement.
- 15. GOVERNING LAW; VENUE. This Agreement shall be interpreted, construed and governed by, in accordance with and consistent with the laws of the State of California without giving effect to its conflicts of laws principals. The sole, exclusive and proper venue for any proceedings brought to interpret or enforce this Agreement or to obtain a declaration of the rights of the parties hereunder shall be Los Angeles County, California. Each of the parties hereto submits to the exclusive personal jurisdiction of the courts located in Los Angeles County, California and waives any defense of forum non conveniens.
- 16. EQUITABLE RELIEF. In light of the irreparable harm to PHFE that a breach by Local Health Department of Sections 9, 10 and 11 of these Terms and Conditions would cause, in addition to other remedies set forth in this Agreement, and other relief for violations of this Agreement, PHFE shall be entitled to enjoin

Loundation Enterprises

Local Health Department from any breach or threatened breach of such Sections, to the extent permitted by law end without bond.

- 17. FAIR INTERPRETATION. The language appearing in all parts of this Agreement shall be construed, in all cases, according to its fair meaning in the English language, and not strictly construed for or against any party hereto. This Agreement has been prepared jointly by the parties hereto after arm's length negotiations and any uncertainty or ambiguity contained in this Agreement, if any, shall not be interpreted or construed against any party, but according to its fair meaning applying the applicable rules of interpretation and construction of contracts.
- 18. NO WAIVER. No failure or delay by any party in exercising a right, power or remedy under the Agreement shall operate as a waiver of any such right or other right, power or remedy. No waiver of, or acquiescence in, any breach or default of any one or more of the terms, provisions or conditions contained in this Agreement shall be deemed to imply or constitute a waiver of any other or succeeding or repeated breach or default hereunder. The consent or approval by any party hereto to or of any act of the other party hereto requiring further consent or approval shall not be deemed to waive or render unnecessary any consent or approval to or of any subsequent similar acts.
- 19. NOTICES. Any notice given in connection with this agreement shall be in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated in Section 1: identified Parties. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.
- 20. REMEDIES NON-EXCLUSIVE. Except where otherwise expressly set forth herein, all remedies provided by this Agreement shall be deemed to be cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the respective parties at law or in equity.
- 21. SEVERABILITY. If any term, provision, condition or other portion of this Agreement is determined to be invalid, void or unenforceable by a forum of competent jurisdiction, the same shall not affect any other term, provision, condition or other portion hereof, and the remainder of this Agreement shall remain in full force and effect, as if such invalid, void or unenforceable term, provision, condition or other portion of this Agreement did not appear herein.
- NON-ASSIGNABILITY. This agreement shall not be assigned, in whole or in part, by Local Health Department without the prior written approval and consent of PHFE.
- 23. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Any signed counterpart delivered by electronic mail or facsimile shall be deemed for all purposes to constitute such party's good and valid execution and delivery of this Agreement.
- 24. FEDERAL TERMS AND CONDITIONS.
  - A. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, to the extent this Agreement meets the definition of a "federally assisted construction contract" as set forth in 41 CFR Part 60-1.3, Local Health Department agrees at all times during the term of this Agreement to comply with and abide by the following: (i) the equal opportunity clause ("Equal Opportunity Clause") in 41 CFR 60-1.4(b) in accordance with Executive Order 11246, as amended by Executive Order 11375 and that the Equal Opportunity Clause is a part of this Agreement and incorporated herein by this reference; and (ii) the regulations implementing the Equal Opportunity Clause at 41 CFR Part 60 and that such implementing

- regulations are a part of this Agreement and incorporated herein by this reference.
- B. <u>Davis-Bacon Act and Copeland "Anti-Kickback" Act.</u> To the extent this Agreement is for construction services (new construction or repair), Local Health Department agrees at all times during the term of this Agreement to comply with and abide by: (i) the terms of the Davis-Bacon Act, codified at 40 U.S.C. 3141 et seq., as supplemented by regulations at 29 CFR Part 5, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference; and (ii) the terms of the Copeland "Anti-Kick Back" Act, codified at 40 U.S.C. § 3145 et seq., as supplemented by 29 CFR 3, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference
- C. Contract Work Hours and Safety Standards Act. To the extent this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Local Health Department agrees at all times during the term of this Agreement to comply with and abide by the terms of the Contract Work Hours and Safety Standards Act, codified at 40 U.S.C. 3701 et seq., as supplemented by regulations at 29 CFR Part 5, and that such lerms and regulations are e part of this Agreement and Incorporated herein by this reference.
- D. Clean Air Act and Federal Water Pollution Control Act. To the extent this Agreement is in excess of \$150,000, Local Health Department agrees at all times during the term of this Agreement to comply with and abide by the standards, orders or regulations issued pursuant to the Clean Air Act, cotified at 42 U.S.C. 7401 et seq. and the Federal Water Pollution Control Act codified at 33 U.S.C. 1251 et seq. Local Health Department further agrees to report any violations of the loregoing to PHFE and the Regional Office of the Environmental Protection Agency.
- E. <u>Debarment and Suspension Certification</u>. Local Health Department certifies that neither Local Health Department nor any of Local Health Department's agents, subLocal Health Departments or employees who may perform services under this Agreement are debarred, suspended or excluded from participation in any federal assistance programs in accordance with Executive Orders 12549 and 12689 and its implementing guidelines. Local Health Department agrees to immediately notify PHFE if Local Health Department or any of Local Health Department's agents, subLocal Health Departments or employees who may perform services under this Agreement become debarred, suspended or excluded from participation in federal assistance programs or federal contract transactions.
- F. Byrd Anti-Lobbying Amendment Certification. To the extent this Agreement is in excess of \$100,000, Local Health Department certifies that neither Local Health Department nor any of Local Health Department's agents, subLocal Health Departments or employees who may perform services under this Agreement have not used and will not use any Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Local Health Department agrees to immediately notify PHFE if Local Health Department or any of Local Health Department's agents, subLocal Health Departments or employees who may perform services under this Agreement influence or attempt to influence any officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

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# ATTACHMENT A

# Statement of Work (SOW) and Budget

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		is Night States				
Prime of Activity	Category of Aniviry	(sixted	Propertied Districtives	Chitputs of Deliverables	Estimate d Start Oute	Estimated Completion Date
			1) Accorate and timely revestigation of cayifirmed and probable 2 kg	·		
			esses, including providing appropriate editestion, sourceling, and	[ ]		
	1		referals. 2) Enrollment of Zika-affected pragram women and/or	1	1	
			Infants in the Zike registry with full on our communications and for	1) All Ziva cases investigated in a tentrity fashion, with		
i			alling wasts to pediatric stew ders to ensure registry form.	rounselon and referrals documented 2) Attailance		
			cransiculor, Thuse stayilles will be completed by a part anne	programs warmers and/or infants enrolled in the 21ks	1	
žika časti surveillante (tinhanced attivity)	Surveillance	1,60	Public Health Nursk with Support from a Health Setuces Trainet	heriotry	9/1/2017	7/31/201
			Tracking of Tith testing requests (suspect cases) with respect to			
			demographics, pregnancy status, timery of traves, reported		į.	
			typeptores, and take status with data entered into the Calif.EST	l 1	l l	
			surveillence system. Assurance of data completeness and accuracy.	í <i>i</i>		
			These activities will be sympleted by a leasith Services Traines	Generation of escurate raports conteraing suspect Dia	1	
The epidemiology (substituted activity)	Folkemiology	2.00	(9924 jais dessifueton),	cases in SF and testing outcomes of these suspent roses.	3/1/3017	7/21/201
			A pest-time Public Health Nurse (0103 lob classife (100n) will work			
			exerts the Communicable Disease Control Unit and Maternal, Civid,	1	ì	
)			and Adolescent Heelth Field Hurains programs to provide case	j	. 1	
1			management to nuceout women with Zike and their manit. Care	l l		
			managemant will focut on assumy establishment of a medical	]	İ	
			home and engume pediatriciplions up so any Ilki-accounted	i i		
-			shoomstilles can be identified. If an abnormality is dorrered, the	Referrat witall Zika-affacred pregnancer and intenssfor	}	
				case management; ducumentation of one management		
Zika coordination (new activity)	Other	2.03	Viss minigripent.	lactnings if the family necepts the retent.	ร/มากา	7/51/701
			The part-time Public Health Hurse will be trained in the "academic			
į			detailing" model of structured outwards to madeal providers with a	l l	I	
1			focus on providers' behavior change. The nurse will do outreath to	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	· \	
l .	1	ì	55 OB providers to increase adoptiones to Zika testing guineliess and		i	
			to enjourage 2 ka registly form completion and susmission, and will	1] Creation/adoptation of user-friently materials for	Į.	•
		,	do uniterach to the prograticas colders excing for intents benn to	provides equipelion I matreath to at least 10 individual	1	
]			moders with like to ensure completion and submission of 2 kg	providers and/or provider groups. 3) exercitation with	1	
Zika provider outweach (new and enhanced			regard forms and adherence to guidance for appenditate trianed	COP1124k a Communications Yearn, sharing at provider	}	
	Education/Outreach	2.00	foliow up.	education protection with total and mate partners	2/1/2017	7/51/2013
			SEEPH will work with a web design contractor faith whom the	1		
		]	parters has an existing relationships to make updatos to the	1	ł	
)			organisation and layout of the Zika with pages and the appropriate	į i		
			novigation paths to they wares, as well as assuring gaperal	Į	ţ	
		1	lingressed suspility of the alcocolors we balte and the fuctionality on	1	ſ	
			of the studenous menus and pages on mebils devices (There and	l		
		(	two separate Zika pages on the stoke one website-ore for	}	]	
			intoviders and one for members of the public.) These updates wif	1) Updated webasces ("73) a for medical proceders" and		
			greatly increase the department's ability to concernicate with	'Zika for the members of the public') 21 (morared	Į.	
20ka wabnapat updating and improvement	1		members of the public and one first providers in the event of a Zika-	functionality, eachillity, newleability of the studenors	İ	
(enhanced activity)	Diher	2.00	related turge of attenty/content in San Francisco.	webshe	7/2/2018	untres

Equipment Equipment- Computers (2) Total Equipment	\$	2,704.00 2,704.00
Other Costs. OC - Supplies OC - Printing OC - Website Maintenance and Updates OC - SFDPH Indirect (25% of personnel) Total Other Costs	9 a s	789.50 500.00 15,000.00 41,274.50 57,564.00
San Francisco - Personnel San Francisco Department of Public Health Personnel Public Service Alde Special Nurse - P103 Total Personnel	\$ \$	81,186.01 83,911.99 165,098.00
Total Budget	\$	225,366.00



#### ATTACHMENT B

#### Insurance Coverage Requirements

Local Health Department (and any subLocal Health Department Local Health Department may use if permitted under the Agreement) shall, at its own expense, obtain and maintain the following self-insurance coverage during all periods white providing services under the Agreement:

#### General Liability Insurance

- (a) Coverage on an occurrence basis of all operations and premises, independent Local Health Departments, products, completed operations, explosion, collapse and underground hazards, broad form contractual liability, personal injury (including bodily injury and death), broad form property damage (including completed operations and loss of use) and additional insured endorsement.
- (b) The minimum limits of liability under this insurance requirement shall be not less than the following:

(i)	General Aggregate Limit	\$2,000,000
(ii)	Each Occurrence	\$1,000,000

#### Workers Compensation & Employer's Liability Insurance

Coverage in accordance with all applicable state laws reflecting the following limits of liability

- (b) Workers' Compensation:
  - (i) California Statutory Benefits
- (b) Employer's Liability:

(i)	\$1,000,000	Bodily Injury each Accident
(ii)	\$1,000,000	Bodily Injury by Disease - Policy Limit
(111)	\$1,000,000	Bodily Injury by Disease - Each Employee

#### Comprehensive Automobile Liability Insurance

Coverage for all owned, hired and non-owned vehicles with limits not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence with no annual aggregate limits.

### Professional Liability Insurance

Coverage with minimum (limits of liability not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. To the extent coverage is afforded on a claims made basis, tail coverage for a minimum of three (3) years shall be required.

All insurance policies shall: (i) name PHFE and any related entities identified by PHFE as Additional Insureds on a primary basis; (ii) stipulate that the insurance is primary and that any insurance carried by any of said Additional Insureds shall be excess and non-contributory insurance; (iii) be provided by carriers rated by A.M. Best Company as "A-VII" or better and be admitted to conduct insurance business in California; (iv) not contain a deductible greater than \$1,000; (v) provide that thirty (30) days written notification is to be given to PHFE prior to the non-renewal, cancellation or material alteration of any policy; and (vi) be acceptable to PHFE.

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# ATTACHMENT C

## Required Invoice Template **Draft**

Your invoice specific to your agency will be sent after agreement is executed

### INVOICE

Public Health Foundation Enterprises, Inc. 13300 Crossroads Parkway North Suite 450 City of Industry, CA 91746 Tel. No: 562-222-7683; FAX #562-222-7383 ELCZikaLHD@PHFE.ORG

Name of Local Health Department					
Local Health Department Address Contact					
Telephone #					,
Email		,			
	Program Number:		Invoice No:		
•	Period Covered:		Date of Involce:	•	
	Final:	Yes	No	•	
ITEM	Prior Month Expanded	CURRENT EXPENSES	CUMULATIVE EXPENSES	APPROVED BUDGET	UNEXPENDED BALANCE
NON PHEE Personnel Costs	Expanded		CAPENGES	DODGET	BALANCL
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Position Title Position Title	<del> </del>		\$0		\$0
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Position Title	· · · · · · · · · · · · · · · · · · ·	<u> </u>	\$0		\$0
Total Salaries	50	\$0	\$0	\$0	\$0
Total Benefits			\$0		\$0
TOTAL NON PHFE PERSONNEL	\$0	\$0	\$0	\$0	\$0
Operating Costs					
Travel	<del> </del>		\$0		\$0
Supplies			\$0		\$0
Consultant Service			\$0		\$0
Advertising & Recruitment	ļ	<del> </del>	\$0		\$0
Promotional Items Study Drug	<del> </del>	<del> </del>	\$0 \$0		\$0 \$0
Courier			\$0		\$0
Lab Testing			\$0		\$0
TOTAL OPERATING	\$0	\$0	\$0	\$0	\$0
TOTAL DIRECT COSTS	\$0	so	\$0	\$0	\$0
Indirect @ 0.0%	\$0	FA	50	\$0	\$0
Indirect @ 0.0% Base :	30	\$0	301	, au	φυ
TOTAL INVOICE	\$0	50	\$0	\$0	\$0
I certify that all expenditures reported are	, <u>, , , , , , , , , , , , , , , , , , </u>	·	······································		
of the contract.	iot aphtobuste brit	oses and in accordance wit	in the terms and conditio	ns	
Please submit only 1 invoice per month, Due Date: Invoice and supporting docum Supporting documentation required: Rec For personnel supporting documentation	eipts for any operation	ng cost purchases such as o		/el, etc.	
Signature -	پر میده در معاول ایا منطق از انجونیا بوره میورد.	~	Date		
Printed Name and Title		-			
The second of th			Date		

#### City and County of San F ıcisco

artment of Public Health **Grants Administration Unit** 

Edwin M. Lee Mayor

TO:

Angela Calvillo, Clerk of the Board of Supervisors

FROM:

Barbara A. Garcia, MPA Omc for

**Director of Health** 

DATE:

June 12, 2017

SUBJECT:

**Grant Accept and Expend- Retroactive Approval** 

Zika Response Resources Grant- \$225,366

The Department of Public Health (DPH) is requesting a retroactive approval because DPH received the agreement on April 6, 2017, for a project start date of March 1, 2017. This grant supports existing positions at DPH.

Thank You.

# City and County of San Francisco

# **Department of Public Health**



Edwin M. Lee Mayor Barbara A. Garcia, MPA
Director of Health

TO:	Angela Calvillo, Clerk of the	Angela Calvillo, Clerk of the Board of Supervisors					
FROM:	Barbara A. Garcia, MPA (mc for Director of Health						
DATE:	June 8, 2017	June 8, 2017					
SUBJECT:	Grant Accept and Exper	Grant Accept and Expend					
GRANT TITLE:	Zika Response Resourc	Zika Response Resources Grant- \$225,366					
Attached please fi	nd the original and 2 copie	s of each of the following:					
Proposed g	rant resolution, original sig	ned by Department					
	nation form, including disab	pility checklist -					
⊠ Budget and	Budget Justification						
Grant applic	cation: Not Applicable. No a	application submitted.					
	Award Letter						
Other (Expl	ain): Retroactive Approval Memo						
Special Timeline Requirements:							
Departmental representative to receive a copy of the adopted resolution:							
Name: Richelle-Ly	ynn Mojica	Phone: 255-3555					
	dress: Dept. of Public Heal ams, 1380 Howard St.	th, Grants Administration for					
Certified copy requ	uired Yes □	No 🖂					

## OFFICE OF THE MAYOR SAN FRANCISCO



TO:

Angela Calvillo, Clerk of the Board of Supervisors

FROM: 🕼 Mayor Edwin M. Lee

RE:

Accept and Expend Grant - Zika Response Resources Grant - \$225,366

DATE:

July 11, 2017

Attached for introduction to the Board of Supervisors is a resolution authorizing the San Francisco Department of Public Health to retroactively accept and expend a grant in the amount of \$225,366 from Public Health Foundation Enterprises, Inc. to participate in a program entitled Zika Response Resources Grant for the period of March 1, 2017, through July 31, 2018.

Should you have any questions, please contact Mawuli Tugbenyoh (415) 554-5168.