File No. <u>100019</u>	
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Committee	ltem	No.
Committee Board Item	No	44_

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Board of Supervisors Meeting		Date <u>January 12, 2010</u>
Cmte Board One of Survey One of Su	•	(s)
OTHER	(Use back side if additional sp	ace is needed)
•	by: Annette Lonich	Date January 7, 2010
Completed	by:	Date

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

INTRODUCTION FORM

By a member of the Board of Supervisors or the Mayor



Time Stamp or Meeting Date

I hereby submit the following item for introduction:
1. For reference to Committee: An ordinance, resolution, motion, or charter amendment. Z 2. Request for next printed agenda without reference to Committee 3. Request for Committee hearing on a subject matter. 4. Request for letter beginning "Supervisorinquires". 5. City Attorney request. 6. Call file from Committee. 7. Budget Analyst request (attach written motion). 8. Substitute Legislation File Nos. 9. Request for Closed Session 10. Board to Sit as A Committee of the Whole
Please check the appropriate boxes. The proposed legislation should be forwarded to the following:
☐ Small Business Commission ☐ Youth Commission
☐ Ethics Commission ☐ Planning Commission
☐ Building Inspection Commission
Note: For the Imperative Agenda (a resolution not on the printed agenda), use a different form.]
Sponsor(s): Supervisor Bevan Dufty
SUBJECT: Accept and expend grant – Health Impact Assessment of Congestion Pricing Policy
The text is listed below or attached: Resolution authorizing the San Francisco Department of Public Health (DPH) to accept and expend a grant from the Robert Wood Johnson Foundation in the amount of \$96,415 to assist with a project entitled, "Health Impact Assessment of Congestion Pricing Policy;" for the period of January 15, 2010 through January 14, 2011.
Signature of Sponsoring Supervisor:
For Clerk's Use Only:

Revised 4/2/09

1 6-0 0 / 9

1 [Accept and expend grant – Health Impact Assessment of Congestion Pricing Policy.]

Resolution authorizing the San Francisco Department of Public Health (DPH) to accept and expend a grant from the Robert Wood Johnson Foundation in the amount of \$96,415 to assist with a project entitled, "Health Impact Assessment of Congestion Pricing Policy;" for the period of January 15, 2010 through January 14, 2011.

WHEREAS, DPH was awarded a grant from the Robert Wood Johnson Foundation in the amount of \$96,415 for a project entitled Health Impact Assessment of Congestion Pricing Policy; for the period of January 15, 2010 through January 14, 2011; and,

WHEREAS, The purpose of this grant is to enumerate the scope of health issues related to proposed congestion pricing policy in San Francisco; and,

WHEREAS, DPH will subcontract with the San Francisco Office of Economic Analysis and the San Francisco Study Center, in the amount of \$35,973 for the period of January 15, 2010 through January 14, 2011; and,

WHEREAS, The amount of in-kind support required for this grant totals \$73,165; and,

WHEREAS, As a condition of receiving the grant funds, the Robert Wood Johnson Foundation requires the City to enter into an agreement (the "Agreement"), a copy of which is on file with the Clerk of the Board of Supervisors in File No. $\frac{100019}{}$; which is hereby declared to be a part of this resolution as if set forth fully herein; and,

WHEREAS, The grant does not require an ASO amendment and reimburses DPH for two existing positions: one Supervising Physician Specialist (job class# 2233) at 0.025 FTE and one Epidemiologist II (job class# 2803) at 0.25 FTE, for the period of January 15, 2010 through January 14, 2011; and,

1	WHEREAS, The grant budget include	es a provision for indirect costs in the amount of
2	\$13,777; now, therefore, be it	
3	RESOLVED, That DPH is hereby au	horized to accept and expend a grant in the
4	amount of \$96,415 from the Robert Wood J	ohnson Foundation; and, be it
5	FURTHER RESOLVED, That the Co	ntroller is directed to designate the positions
6	funded under this agreement as a "G" or gra	ant-funded position which would terminate when
7	the agreement expires; and, be it	
8	FURTHER RESOLVED, That the Dir	ector of Health is authorized to enter into the
9	agreement on behalf of the City.	
10		
11		
12		
13	RECOMMENDED:	APPROVED:
14		
15	Mitchell Vota M.D.	Office of the Mayor
16	Mitchell Katz, M.D. Director of Health	Office of the Mayor
17		
18		Office of the Controller
19		
20		
21		
22		
23		
24		
25		

City and County of San Francisco

Department of Public Health

Mitchell H. Katz, MD Director of Health



Gavin Newsom Mayor

TO:		Angela Calvillo, Clerk of the Board of Supervisors
FROM:		Mitchell H. Katz, M.D. Director of Health
DATE		December 14, 2009
SUB	JECT:	Accept and Expend Resolution for Subject Allocation
	NT TITLE:	Health Impact Assessment of Congestion Pricing Policy
Attac	hed please	nd the original and 4 copies of each of the following:
	Proposed g	ant resolution, original signed by Department, Health Commissior
\boxtimes	Grant inform	nation form, including disability checklist
\boxtimes	Grant budg	et and justification
\boxtimes	Grant Awa	d Letter from funding agency
\boxtimes	Agreement	(1)
Spe	cial Timeline	Requirements:
Dep	partmental r	epresentative to receive a copy of the adopted resolution:
Nar	ne: Grace A	lderson Phone: 554-2655
Inte	roffice Mail	Address: Dept. of Public Health, 101 Grove St., Room 330
Certified copy required Yes ☐ No ⊠		

File Number:		
	Clerk of Board of Supervisors)	

Grant Information Form

(Effective January 2000)

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

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

- 1. Grant Title: Health Impact Assessment of Congestion Pricing Policy
- 2. Department: Department of Public Health, Program on Health, Equity and Sustainability

3. Contact Person: Megan Wier

Telephone: (415) 252-3972

4. Grant Approval Status (check one):

[X] Approved by funding agency

[] Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$96,415

6a. Matching Funds Required: N/A

b. Source(s) of matching funds (if applicable): N/A

7a. Grant Source Agency: Robert Wood Johnson Foundation

b. Grant Pass-Through Agency (if applicable): N/A

8. Proposed Grant Project Summary:

Comprehensive analyses of health impacts of congestion pricing proposals are largely absent from a growing number of policy debates. Congestion pricing proposals charge drivers in specific areas or roadways during heavy traffic periods. The specific aim of this study is to enumerate the scope of health issues related to proposed congestion pricing policy in San Francisco by conducting a Health Impact Assessment (HIA) in consultation with local stakeholders. We will identify analysis methods for the HIA; analyze and document baseline health factors and conditions in the areas targeted for congestion pricing; make evidence-based judgments of potential health impacts; recommend policy modifications or mitigations to address potential adverse impacts; and report findings and recommendations. Quantitative health impact assessment of potential impacts of road pricing policies will help make health benefits and costs of proposals more transparent to stakeholders and decision makers, allowing them to be included in policy calculus and considered for mitigation of adverse impacts.

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

Start-Date: January 15, 2010

End-Date: January 14, 2011

10. Number of new positions created and funded: None. The grant does not require an ASO amendment and partially reimburses the department for two existing positions:

0.025 FTE (Job Class #2233) Supervising Physician Specialist 0.25 FTE (Job Class #2803) Epidemiologist II

11. If new positions are created, explain the disposition of employees once the grant ends? N/A
12a. Amount budgeted for contractual services: \$35,973
b. Will contractual services be put out to bid? No. We will have an interdepartmental contract with the San Francisco Office of Economic Analysis and a contract with the San Francisco Survey Center.
c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? N/A
d. Is this likely to be a one-time or ongoing request for contracting out? N/A
13a. Does the budget include indirect costs? [X] Yes [] No
 b1. If yes, how much? \$13,777 b2. How was the amount calculated? \$3,447 = 10% of San Francisco Survey Center Costs \$10,330 = 12% of Total Direct Costs paid by the Robert Wood Johnson Foundation
c. If no, why are indirect costs not included? [] Not allowed by granting agency [] To maximize use of grant funds on direct services [] Other (please explain):
14. Any other significant grant requirements or comments: DPH respectfully requests approval from Board of Supervisors to retroactively accept and expend grant funds because DPH received the award letter and agreement for the Health Impact Assessment of Congestion Pricing Policy project on 11/3/2009, with a project start date of 1/15/10.
Disability Access Checklist*
15. 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 Site(s) [] Rehabilitated Structure(s) [] New Program(s) or Service(s) [] New Site(s)
16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:
Comments:
Departmental or Mayor's Office of Disability Reviewer: <u>for Jason Hashimoto</u> Date Reviewed: 12/14/59
Department Approval: (Mitchell H. Katz, MD) (Director of Health)

Funder: Robert Wood Johnson Foundation

Institution: San Francisco Department of Public Health

Principal Investigator: Rajiv Bhatia, MD, MPH, Director of Occupational and Environmental Health Project Title: Health Impact Assessment of Congestion Pricing Policy in San Francisco, California

Project Period: 1/15/2010 - 1/14/2011

Grant Contact Person: Megan Wier [megan.wier@sfdph.org, phone: 415-252-3972] RWJF ID #: 67122

	Year 1 (1/15/2010 - 1/14/2011)	
	RWJF	in-Kind
Line Items:	<u>Amount</u>	Support
DIRECT COSTS		14.00
Salaries and Mandatory Fringe Benefits Principal Investigator (Supervising Physician Specialist, 2233): 5% FTE on the project. SFDPH	\$4,923	584 973
will supplement half of funding in-kind for 2.5% FTE * \$196,924 = \$4,923.	ψ 4 ,3 <u>2.</u> 3	
Co-Principal Investigator (Epidemiologist II, 2803): 40% FTE on the project. SFDPH will	\$24,141	\$14,485
supplement 15% of FTE in-kind for 15% FTE * \$ 96,564 = \$14,485.	* .,	
Project Staff:	\$0	\$18,170
Senior Health Program Planner, 2820 - SFDPH will provide in-kind, 5% FTE * \$ 93,522 = \$4,676.		
Will assess potential health impacts on walking conditions using existing pedestrian environmental		15.63
quality conditions data and information regarding future area conditions using existing research		
tools developed by SFDPH.		
Health Program Planner, 2818 - SFDPH will provide in-kind, 10% FTE * \$ 80,808 = \$8,081. Will		
access, analyze, and map data on socio-demographic, land use, transportation, air pollutant and		
other health-related exposures and outcomes for the HIA and provide support for the pedestrian		
and bicyclist count data collection effort.		
Senior Environmental Health Inspector, 6122 - SFDPH will provide in-kind, 5% FTE * \$ 108,264 =		
\$5,413. Will analyze existing traffic-related noise levels and estimate the impacts on noise of		
congestion pricing in support of the HIA.		
Fringe Benefits: Fringe benefits include payroll taxes, life insurance, health insurance,	\$9,301	\$12,025
unemployment insurance, and a tax-sheltered annuity plan. The project is only charged for the	Ψ0,001	
actual cost of the fringe benefits; but for the purposes of budgeting, benefits are calculated at a		
rate of 32% of salaries.		
Salaries and Mandatory Fringe Benefits Subtotal	\$38,365	\$49,603
Total Materials, Supplies and Travel		
Meeting Expenses: Refreshments and supplies (paper, pens, copies, markers, easel paper,	\$1,500	\$0
posters, maps) @ \$300/meeting for 5 stakeholder meetings.	A 4 000	
Equipment: 16 "4 bank" handheld tally counters @ \$84.95 + \$21 s/h = \$1380. Handheld tally	\$1,380	\$0
counters to count high volumes of people walking or biking, allowing surveyors to "click" or press a		
button to count each person and providing the tally for a given period of time. 16 tally counters are budgeted for use by 16 survey field staff. Handheld Tally Counters with 4 Banks are available at		
TallyStore.com for \$84.95 apiece, as quoted here:		
http://tailycounterstore.com/professional_modular_tally_counter.html, with shipping and handling		
estimated at \$21.		
Office Operations: Office operational costs per FTE are \$31,416. There are 0.75 FTEs for	\$0	\$20,662
SFDPH on this project.	•	
Communications and Marketing: Design services and printing costs for the HIA findings report	\$2,200	\$0
materials, to be disseminated to local, regional, and national stakeholders and policy makers.		
Travel: Travel to Annual ALR Conference in San Diego for 2 study team staff @ 3 nights.	\$3,220	10.2
Project Space: Not applicable.	\$0	50
Total Materials, Supplies, and Travel Subtotal	\$8,300	\$20,562
	4-14-14-14-14-14-14-14-14-14-14-14-14-14	100
Professional Services Contract with San Francisco Survey Center		4.5
John Balbus, MD, MPH, Chief Health Scientist, Environmental Defense Fund; 5 days @ \$500/ day	\$2,500	p.n.
= \$2500. Dr. Balbus will provide guidance for the HIA on issues including: key community	ΦΖ,000	
stakeholder concerns to address, analytic approaches, findings presentation, potential		
recommendations and mitigations, national policy implications, and media and national		
stakeholder outreach.		

Matthew Ridgway, AICP, PTP, Principal of Fehr & Peers, a transportation planning and traffic engineering firm; 7 days @ \$500/ day = \$3500. Fehr & Peers will advise the SFDPH team on: assumptions involved in transportation inputs for the HIA and any potential caveats or limitations; potential additional analytic approaches for assessing transportation-related impacts of congestion pricing; and mitigations for pedestrians, bicyclists and other potentially adverse transportation-	\$3,500	\$10
related health impacts. Edmund Seto, PhD, Lecturer and Assistant Researcher, Environmental Health Sciences, University of California-Berkeley School of Public Health; 7 days @ \$500/ day = \$3500. Dr. Seto will consult with SFDPH on the HIA related to issues of environmental health exposure assessment, spatial socio-demographic data sources, mapping and analytic approaches, and transportation and traffic-related noise and air pollutants and their corresponding health impacts, in addition to advising on broader issues related to HIA scoping, assessment and reporting.	\$3,500	
Data Collectors, Pedestrian and Bicycle Counts: 16 data collectors @ \$14.02 * 5 days * 8 hours = \$8.973	\$8,973	\$0
Translation services (01/15/2010 – 12/31/2010). Spanish & Cantonese translation for meetings and outreach materials.	\$1,000	\$0
Stakeholder Meeting Honorarium: 12 stakeholders @ \$250/ half-day * 5 meetings = \$15,000. Stakeholder meeting honorarium for participants from local community-based organizations to participate in sessions to advise on the scope of issues to include in the health impact assessment, analytic tools, findings, and implications for local policy, recommendations and potential mitigations.	\$15,000	\$00 \$40 12 13 14 14 14 14 14 14 14
Interdepartmental Contract		
Kurt Fuchs, Senior Economist, City and County of San Francisco Office of Economic Analysis; 3 days @ \$500/ day = \$1500. Mr. Fuchs will consult with SFDPH to provide guidance regarding estimating the costs of traffic-related health-related impacts and potential mitigations as informed by HIA findings. He will also provide guidance on the HIA scope to ensure adequate data collection for economic analyses.	\$1,500	\$0
Professional Services Subtotal	\$35,973	\$0
DIRECT COSTS Subtotal	\$82,638	\$73,165
INDIRECT COSTS Indirect Costs, Contract with San Francisco Survey Center: 10% of subcontract = \$34,473 * 10% = \$3.584.	\$3,447	\$0 \$0
Indirect Costs, RWJ Total: 12% of all RWJF costs = 0.12 * 86,085 = \$10,330. INDIRECT COSTS Subtotal	\$10,330 \$13,777	\$0 \$0
GRAND TOTAL	\$96,415	\$73,165

Route 1 & College Road East P.O. Box 2316 Princeton, New Jersey 08543-2316 Tel. 877 843 RWJF (7953) www.rwif.org

Office of the President and CEO



November 4, 2009

Gavin Newsom Mayor City and County of San Francisco City Hall, Room 200 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94103-2614

Dear Mayor Newsom:

I am pleased to inform you that the Robert Wood Johnson Foundation has approved the following award, which is being made under the Foundation's program, Active Living Research:

Awardee:

San Francisco Public Health Department

I.D.:

67122

Amount:

\$96,415

Purpose:

Conducting a health impact assessment of proposed congestion pricing policies

in San Francisco

Project Information:

Grant Period: January 15, 2010 through January 14, 2011

Project Director: Rajiv Bhatia, M.D., M.P.H., 415-252-3982

(rajiv.bhatia@sfdph.org)

National Program Contact: Deputy Director: Carmen Cutter, M.P.H., 619-260-5544

(ccutter@projects.sdsu.edu) San Diego State University 3900 5th Avenue, Suite 310 San Diego, CA 92103-3138

Program Director: James F. Sallis, Ph.D., 619-260-5534 (sallis@mail.sdsu.edu)

RWIF Contact:

Program Officer: Celeste Torio, Ph.D., M.P.H., 609-627-6075 (ctorio@rwjf.org) Grants Administrator: Janeil A. Mihalow, 609-627-5978 (jmihalow@rwjf.org)

We are privileged to welcome you again to the Foundation's family of grantees. We are enthusiastic about your project and wish you success as we embark together on this important endeavor to improve health and health care for all Americans and to make a difference in our lifetime.

The Foundation would like to know how you propose to communicate about this project and if appropriate, we would like to involve your project in our efforts to communicate about the Foundation's strategy in this area. Please consult with Kathryn A. Thomas about any activities you propose to do related to communications. Please do not issue any public announcements about your project without first checking with Kathryn A. Thomas (kthomas@rwif.org) in our Communications Department, This includes all materials that you propose to produce and disseminate that include the Foundation's name and logo.

Gavin Newsom Page 2 November 4, 2009

Attached you will find important information regarding your award. Again, we look forward to this productive collaboration.

Sincerely,

Risa Lavizzo-Mourey, M.D., M.B.A.

RLM: kap Enclosures

cc: Rajiv Bhatia, M.D., M.P.H. Mitchell H. Katz, M.D. James F. Sallis, Ph.D. Gregg Sass

ROBERT WOOD JOHNSON FOUNDATION GRANTEE INFORMATION

Awardee:

* ::

San Francisco Public Health Department

I.D.:

67122

Amount:

\$96,415

Purpose:

Conducting a health impact assessment of proposed congestion pricing policies in

San Francisco

Project Information:

Grant Period: January 15, 2010 through January 14, 2011

Project Director: Rajiv Bhatia, M.D., M.P.H., 415-252-3982 (rajiv.bhatia@sfdph.org)

1. Payment of Award

Enclosed with your designated financial officer's copy of this letter is a check in the amount of \$86,774, which represents the initial payment of your award. Also enclosed are your Financial Report forms indicating your financial reporting periods. Additional payments will be distributed upon receipt of your Financial Reports. As a rule, at least 10 percent will be withheld until all financial and narrative reporting requirements have been met.

2. Subcontracts

Funds cannot be expended against any subcontract in your budget until the Foundation has received and reviewed the subcontract or, alternatively, a letter that specifies the name of the contractor, period of performance, workplan/products, and budget and budget narrative.

3. Terms

The terms of your award can be found in the Foundation's Letter of Agreement signed by your authorized official, dated November 3, 2009.

4. Audits

The Foundation may select grantees and contractors to be audited. If your organization is selected, you will be notified in advance of the audit.

5. Reporting

Our Financial Guidelines and Reporting Requirements and our Grant Budget Revision Guidelines can be found on our Web site, at www.rwjf.org/grantees/instructionslist.jsp. Please read and follow these guidelines carefully. They contain a number of specific requirements regarding the use of funds, budget revisions, and electronic submission of narrative and financial reports and products.

Unless you are otherwise notified, Financial Reports will be due 30 days after each budget reporting period listed on the attached Financial Report form. Annual Narrative Reports are due 30 days after each budget period, with a Final Narrative Report due 30 days after the end date of the grant. The enclosed Financial Report form should be completed for each reporting period for monitoring purposes and to generate further payments.

Please submit all reports and products electronically to <u>grantreports@rwif.org</u> and your national program office. Instructions can be found at <u>www.rwif.org/grantees/instructionslist.jsp</u>. Please remember to e-mail your products as soon as you complete them.

6. Financial Correspondence

When submitting correspondence about your grant, please refer to the above-captioned ID#. Correspondence and questions regarding financial matters or items in this letter should be addressed to your national program office.



Communications Briefing for Project Directors

Communications has always been a critical component of the Robert Wood Johnson Foundation's (RWJF) mission to improve the health and health care of all Americans. We encourage all grantees to think strategically about communications, not just in terms of media outreach, but also at different levels (national vs. local) and with different audiences (health and health care decision-makers, local, state and federal policy-makers, local and national media). The effectiveness of a grant depends on communications strategies that help the project convey its goals, results and lessons learned.

While we encourage grantees to communicate about their work, we also ask to be kept up on what they're doing. For example, any announcement about your grant award, or about an information release or major event, should be reviewed by our communications office staff well before the announcement is made. This holds for announcements of new and renewal grants, as well as for research results and other major information releases from RWJF-funded projects.

Please send a written copy of any draft news release to the RWJF communications officer indicated in your award letter and include your grant's ID number. Give the communications department at least five (5) days to review your release and reply. We cannot review releases over the phone.

If you need information to describe the Foundation's mission, use the following paragraph:

The Robert Wood Johnson Foundation focuses on the pressing health and health care issues facing our country. As the nation's largest philanthropy devoted exclusively to improving the health and health care of all Americans, the Foundation works with a diverse group of organizations and individuals to identify solutions and achieve comprehensive, meaningful and timely change. For more than 35 years, the Foundation has brought experience, commitment and a rigorous, balanced approach to the problems that affect the health and health care of those it serves. When it comes to helping Americans lead healthier lives and get the care they need, the Foundation expects to make a difference in your lifetime. For more information, visit www.rwjf.org.

You do not need clearance from us for interviews with reporters or journalists, or for publications and audiovisuals that you may produce about your grant-supported activities, unless you have a different arrangement with your RWJF communications officer. However, please send us copies of these documents and add us to your mailing list. Send newsletters, brochures and other materials to media@rwif.org.

Since we routinely promote RWJF initiatives in the media, we may refer reporters to you for comment. If you need advice or information to handle these requests, contact your RWJF communications officer.

If your program or project has received media coverage that you would like to share, please send your clips to media@rwif.org.. If the results of your research are published in a journal, please notify your RWJF research officer and send a copy of the article to NewResearch@rwif.org.

RWJF has many different ways of interacting with grantees on communications-related issues. Here are some of the communications-related items with which you may become involved:

Activities Related to the Team's Communications Strategy

To make an impact with our grantmaking, RWJF has committed to an Impact Framework whereby different teams develop and execute targeted strategies with measurable goals and objectives, and we have teams devoted to particular issues, like Childhood Obesity and Public Health. Each team is staffed with program officers, research officers and a communications officer. The communications officer's role is to develop a communications strategy that embraces the team's portfolio of projects. Therefore, team communications officers often involve grantees in major campaigns, press events, information releases and other activities to highlight grantees' work within the context of the team's strategy. While team communications officers are usually not available for individual projects on day-to-day communications matters, they do manage communications resources (like public relations firms and other consultants) on behalf of the team and its grantees. You may be contacted by the team communications officer to discuss opportunities for strategic communications.

Activities Related to the Foundation's Communications Efforts

Sometimes, Foundation leaders are asked to talk about our work in the context of broader themes, such as the effectiveness of philanthropy or the different approaches we have to improving the quality of health care in this country. For these purposes, you may be contacted about your program or project to help us tell your story more effectively. Your story may be developed for a specific publication put out by RWJF, like our Annual Report or an e-newsletter, feature story or interactive photo essay for our Web site (www.rwif.org).

Building the Communications Skills of Grantees

The Foundation provides certain types of training to grantees to help them build their communications skills, such as media training and assistance with strategic communications planning. Decisions about when and how to provide such training are usually made jointly between the grantee, the program officer and the communications officer.

RWJF Broadcast Health Series

The RWJF Broadcast Health Series produces news story packages featuring RWJF-supported research and our grantees' work. Each year, up to 25 television and 10 radio health and health care story packages are produced and distributed to local television and radio stations for use in their newscasts and reports. Story packages are also produced in Spanish for distribution to Spanish-language media, such as Univision and Telemundo. All Health Series videos are archived on www.rwjf.org along with a story abstract, links to more information and other related content. RWJF program and communications staff members update the project regularly on newsworthy stories from the work of RWJF grantees. Stories that are "consumer-friendly" and likely to appeal to the target audiences are selected for production.

Connect®

Connect is an RWJF project that helps grantees establish relationships with their members of Congress, and engage them as champions of their work. In addition to providing extensive training in this area, Connect also organizes briefings and workshops that help policy-makers understand the work of RWJF's grantees in key policy areas. Decisions about when to involve grantees in Connect are made by the communications department in conjunction with the program staff and leadership at the Foundation.

Last update: June 2009



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LETTER OF AGREEMENT

Following are the terms and conditions applying to grants made by the Robert Wood Johnson Foundation (referred to as "the Foundation," "we" or "us"). As a grantee (referred to as "grantee" or "you"), you should read this carefully; your signature on this form constitutes your acceptance of all the terms and conditions. As used in this form, the term "grant" includes any income you derive from the grant.

Awardee:

San Francisco Public Health Department

I.D.:

67122

Amount:

\$96,415

Purpose:

Conducting a health impact assessment of proposed congestion pricing policies in

San Francisco

Project Information:

Grant Period: January 15, 2010 through January 14, 2011

Project Director: Rajiv Bhatia, M.D., M.P.H., 415-252-3982

(rajiv.bhatia@sfdph.org)

1. PURPOSE AND ADMINISTRATION. You will directly administer the project or program being supported by the grant and agree that no grant funds shall be used in any way other than as specifically set forth in this Letter of Agreement and the final proposal, budget and related documents, all as approved by the Foundation (the "Approved Grant Documents") without the Foundation's prior written consent. You further agree that no grant funds shall be disbursed to any organization or entity, whether or not formed by you, except as specifically set forth in the Approved Grant Documents.

This project is funded under the Foundation's Active Living Research Program, which was designed to support investigator-initiated research to identify and assess structural, environmental, and policy changes with the potential to prevent childhood obesity and support active communities. The purpose of this project is to conduct a health impact assessment (HIA) of a proposed congestion pricing policy, which will charge drivers in specific areas or roadways during heavy traffic periods, in downtown San Francisco, CA. Assessment of baseline community health conditions and forecasting of potential health impacts will include Geographic Information Systems (GIS). Forecasting methods will be used to study impacts on future pedestrian conditions, active transportation, vehicle collisions, air pollution, and other health-related factors. Deliverables will include: article publications; reports to local, state, and national policymakers and public health officials; and presentations to disseminate research findings. All policy-related communications will be created in collaboration with RWJF communications staff and consultants. No RWJF funds will be used for lobbying purposes.

No changes may be made to the nature or scope of the program or project being supported by this grant without the express written consent of the Foundation.

2. USE OF GRANT FUNDS.

A. No part of the grant shall be used to carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code.

- B. No part of the grant shall be used to attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Internal Revenue Code.
- C. No part of the grant shall be used to provide a grant to an individual for travel, study or similar purpose within the meaning of Section 4945(d)(3) of the Internal Revenue Code, without prior written approval of the Foundation. Payments of salaries, other compensation or expense reimbursement to your employees within the scope of their employment do not constitute "grants" for these purposes and are not subject to these restrictions.
- D. No part of the grant shall be used for purposes other than religious, charitable, scientific, literary or educational purposes or the prevention of cruelty to children or animals within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code. If any portion of the grant is used for purposes other than those described in Section 170(c)(2)(B) of the Internal Revenue Code, you shall repay to the Foundation that portion of the grant and any additional amount in excess of such portion necessary to effect a correction under Section 4945 of the Internal Revenue Code.
- E. You promptly shall repay any portion of the grant which for any reason is not used exclusively for the purposes of the grant. You shall repay to the Foundation any portion of the grant which is not used exclusively for the purposes described in Section 1 hereof by the expiration of the grant period or within any approved extension within thirty (30) days. If we terminate the grant pursuant to Paragraph 11 hereof, you shall repay within thirty (30) days all grant funds unexpended as of the effective date of termination and all grant funds expensed for purposes or items allocable to the period of time after the effective date of termination.
- F. If you are directly or indirectly controlled by the Foundation or by one or more "disqualified persons" (within the meaning of Section 4946 of the Internal Revenue Code) with respect to the Foundation, you agree (i) to expend all of the grant prior to the close of your first annual accounting period following the taxable year in which you receive a grant payment, as qualifying distributions within the meaning of Section 4942(g)(3) and (h); and (ii) to submit to the Foundation promptly after the close of your annual accounting period a full and complete written report signed by an appropriate officer, director or trustee showing that the qualifying distribution has been made, the name and address of the recipient or recipients, the amounts received by each and that all the distributions are treated as distributions out of corpus under Section 4942(g)(3) and (h).
- 3. BUDGET. The grant budget and any revisions thereto shall comply with our Budget Preparation Guidelines (previously provided with your proposal application and instructions), Budget Revision Guidelines (which are available at www.rwjf.org/files/publications/RWJF BudgetRevisionGuidelines.pdf) and any additional instructions contained in the award letter sent by the Foundation to you (collectively the "Budget Guidelines"). Such Budget Guidelines, as they may be modified by us from time to time, are part of the terms and conditions of your grant. Expenditures of grant funds must adhere to the specific line items in your approved grant budget.
- 4. ACCOUNTING AND AUDIT. You shall indicate the grant separately on your books of account. You shall maintain a systematic accounting record of the receipt and disbursement of funds and expenditures incurred under the terms of the grant and shall retain the substantiating documents such as bills, invoices, cancelled checks and receipts in your files for at least four (4) years after expiration of the grant period. You agree promptly to furnish the Foundation with copies of such documents upon the Foundation's request and to make your books and records available for inspection by us at reasonable times.

At our expense, we may audit or have audited your grant-related books and records, and you shall provide all necessary assistance in connection therewith.

5. REPORTS. You shall furnish financial reports to us for each budget period of the grant and upon expiration, repayment (pursuant to Paragraph 2E) or termination of the grant (pursuant to Paragraph 11). The financial report shall show actual expenditures reported as of the date of the report against the approved line item budget. You shall furnish Annual Narrative Reports and the Final Narrative Report to us which shall include a report on the progress you made toward achieving the grant purposes and any problems or obstacles encountered in the effort to achieve the grant purposes. All such reports shall be furnished to us within thirty (30) days after the close of the period for which such reports are made. You shall retain all such reports in your files for at least four (4) years after expiration of the grant period.

At our expense, we may monitor and conduct an evaluation of operations under the grant, which may include visits by our representatives to observe your program procedures and operations and to discuss the program with your personnel.

6. COPYRIGHT; FOUNDATION USE OF DATA; PUBLIC USE DATA SETS. All copyright interests in materials produced as a result of this grant are owned by the grantee. You grant to the Foundation a nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt or otherwise use and license others to use, in print or electronic form, including in electronic databases or in any future form not yet discovered or implemented, any and all such materials produced in connection with this grant.

You represent and warrant that the material produced by you under this grant will be original and not infringe upon any copyright or any other right of any other person, and has not previously been published.

If one of the deliverables described in Section 1. is a public use data set for inclusion in the Foundation's Health and Medical Care Archive, you shall, at no additional cost to us, cause public use data files to be constructed (with appropriate adjustments to assure individual privacy) in accordance with the specifications of the Inter-University Consortium for Political and Social Research, University of Michigan, including the full documentation outlined in the Consortium's current data preparation manual. Unless we otherwise specify, such public use data files shall include all data files used to conduct the analysis under the grant. You shall transmit one computer-readable copy of such public use data files and documentation to the Consortium within 12 months of the expiration of the grant period. A portion of your final payment up to 10 percent of the grant award amount may be withheld until this deliverable has been received.

7. PUBLIC REPORTING. The Foundation will report this grant, if made, in its next Annual Report. The Foundation will discuss potential communications activities with you related to this grant, including the issuing of press releases. Please do not issue press releases or any public announcements without consulting with the Foundation prior to these activities. In addition, we may publish reports on the project or program, briefly describing its accomplishments and results, which we may also use to respond to inquiries.

You shall send to the Foundation copies of all papers, manuscripts and other materials which you produce that are related to this grant.

In all public statements concerning the Foundation, you should refer to the Foundation by its full name: Robert Wood Johnson Foundation.

8. GRANTEE TAX STATUS. You represent that you are currently either (i) a tax-exempt organization 'described in Section 501(c)(3) of the Internal Revenue Code and either (a) are not a private foundation and are not a Type III supporting organization described in Section 509(a)(3)(B)(iii); or (b) are an exempt

operating foundation described in Section 4940(d)(2); or (ii) an organization described in Section 170(c)(1) or Section 511(a)(2)(B). You shall immediately give written notice to us if you cease to be exempt from federal income taxation as an organization described in Section 501(c)(3), or your status as not a private foundation under Section 509(a) and not a Type III supporting organization under Section 509(a)(3)(B)(iii), as an exempt operating foundation described in Section 4940(d)(2) or as a Section 170(c)(1) or Section 511(a)(2)(B) organization is materially changed.

- 9. CERTIFICATION REQUIRED WHEN GRANT MAY BE USED FOR RESEARCH INVOLVING HUMAN SUBJECTS. If the grant is to be used in whole or in part for research involving human subjects, you hereby certify that you will conduct the research in compliance with the ethical standards and the criteria for approval of research set forth in United States Department of Health and Human Services policy for the protection of human research subjects (45 CFR part 46 and related policies and protocols, as amended from time to time).
- 10. PRIVACY AND SECURITY OF HEALTH INFORMATION. You represent and warrant that any individually identifiable health information used or disclosed in connection with the grant will be obtained in compliance with applicable statutes and regulations regarding the privacy and security of such information, including but not limited to the Health Information Portability and Accountability Act of 1996 ("HIPAA"), 42 U.S.C. Section 201 et seq. (42 U.S.C. Section 1320d 1320d-8), and that in any reporting to the Foundation such data will be de-identified within the meaning of the HIPAA privacy rule or will be otherwise permissible under law.
- 11. GRANT TERMINATION. It is expressly agreed that any use by you of the grant proceeds for any purposes other than those specified in Section 170(c)(2)(B) of the Internal Revenue Code will terminate our obligation to make further payments under the grant.

At our sole option, we may terminate the grant at any time if (i) you cease to be exempt from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code; (ii) your status as not a private foundation under Section 509(a), as not a Type III supporting organization under Section 509(a)(3)(B)(iii), or as an exempt operating foundation under Section 4940(d)(2), or as a Section 170(c)(1) or Section 511(a)(2)(B) organization is materially altered; or (iii) in our sole judgment, you become unable to carry out the purposes of the grant, cease to be an appropriate means of accomplishing the purposes of the grant or fail to comply with any of the conditions hereof.

If the grant is terminated prior to the scheduled completion date, upon our request, you shall provide us a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination.

- 12. LIMITATION; CHANGES; SEVERABILITY. You acknowledge that we have no obligation to provide other or additional support to you for purposes of this project or any other purposes. Any changes, additions or deletions to (i) the terms and conditions of the grant; or (ii) the Approved Grant Documents must be made in writing only and must be jointly approved by the Foundation and you. The invalidity in whole or in part of any term or condition of this grant shall not affect the validity of the other terms and conditions.
- 13. CHANGED CIRCUMSTANCES; REGULATORY ACTION. You shall promptly notify us in writing if there is any change in circumstances that might affect your ability to carry out the grant; you undergo a merger, division or other corporate reorganization; you become subject to a proceeding under the Bankruptcy Code or other law relating to insolvency or make an assignment for the benefit of creditors; you become subject to an investigation or proceeding brought by the Attorney General or any other regulatory agency; or you receive notice of any litigation or other legal action relating to the grant or are

served with a subpoena or other legal process seeking to compel production of or obtain access to any data related to the grant.

- 14. NON-TRANSFERABILITY; NO JOINT VENTURE. This grant is not transferable. Nothing contained herein shall be construed in any manner to imply or create a relationship between the Foundation and you as partners, joint venturers or agent. You shall not act in any manner as our agent or representative.
- 15. AUTHORITY; COMPLIANCE WITH APPLICABLE LAW. You represent and warrant that you have full power and authority to enter into this agreement, and that all activities conducted hereunder shall be in full compliance with the requirements of all applicable federal, state and local laws, regulations and ordinances.

All the terms and conditions above are hereby accepted and agreed to as of the date indicated.

Date: 1/3/09

San Francisco Public Health Departmen

Mitchell H. Katz. M.D.

Title: Director of Health

Date: 4 2 2009

Rajiv Bhatia, M.D., M.P.H.

Title: Director