

1 [Contract]

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3 AUTHORIZING THE DEPARTMENT OF PUBLIC HEALTH, POPULATION HEALTH AND  
4 PREVENTION, COMMUNITY HEALTH SERVICES, TO ENTER INTO A MEMORANDUM OF  
5 AGREEMENT IN THE AMOUNT OF \$3,150 TO PROVIDE NUTRITION SERVICES TO EPIPHANY  
6 CENTER FOR FAMILIES IN RECOVERY, THE PRIMARY CONTRACTOR, WHICH DOES NOT  
7 INCLUDE INTELLECTUAL PROPERTY INDEMNIFICATION AND FALSE CLAIMS CLAUSES;  
8 RETROACTIVE TO JANUARY 1, 2000.

9 WHEREAS, Epiphany Center for Families in Recovery, as the primary contractor, has requested  
10 that the Department of Public Health, Population Health and Prevention, Community Health Services,  
11 enter into a memorandum of agreement to provide nutrition education and information services and  
12 training to the staff and clients of Epiphany Center for Families in Recovery; and,

13 WHEREAS, Epiphany Center for Families in Recovery has agreed to reimburse the Department  
14 of Public Health for these services in the amount of \$3,150 under the terms of this memorandum of  
15 agreement; and,

16 WHEREAS, As a condition of receiving the funds, Epiphany Center for Families in Recovery  
17 requires the City to enter into an agreement (the "Agreement"), a copy of which is on file with the Clerk  
18 of the Board of Supervisors in File No. 001051 ; and,

19 WHEREAS, The Agreement does not contain certain provisions described below, which are  
20 required under the Administrative Code unless waived by the Board of Supervisors; and,

21 WHEREAS, The budget of the Agreement includes provision for indirect costs of \$224; now,  
22 therefore, be it

23 RESOLVED, That the Department of Public Health is hereby authorized to enter retroactively  
24 into a Memorandum of Agreement in the amount of \$3,150 with Epiphany Center for Families in  
25 Recovery, the primary contractor, during the period covered by this Agreement; retroactive to January 1,  
2000; and, be it

FURTHER RESOLVED, That the Director of Health is authorized to enter into the Agreement  
on behalf of the City; and, be it

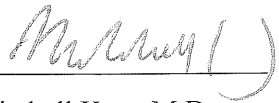
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FURTHER RESOLVED, That the Board of Supervisors hereby waives the requirement contained in Section 21.21 of the Administrative Code that the Agreement include an indemnification of the City by Epiphany Center for Families in Recovery for the infringement of patent rights, copyright, trademark, and other intellectual property rights; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby waives the requirement that the Agreement include a paragraph reciting the false claim provisions contained in Section 21.35 of the Administrative Code; and, be it

FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of Health to enter into similar agreements with Epiphany Center for Families in Recovery if the Agreement recurs or is renewed.

RECOMMENDED:

  
\_\_\_\_\_  
Mitchell Katz, M.D.  
Director of Health

APPROVED:

  
\_\_\_\_\_  
Health Commission

Department of Public Health



# City and County of San Francisco

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

## Tails

## Resolution

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**File Number:** 001051

**Date Passed:**

Resolution authorizing the Department of Public Health, Population Health and Prevention, Community Health Services, to enter into a memorandum of agreement in the amount of \$3,150 to provide nutrition services to Epiphany Centers for Families in Recovery, the primary contractor, which does not include intellectual property indemnification and false claims clauses; retroactive to January 1, 2000.

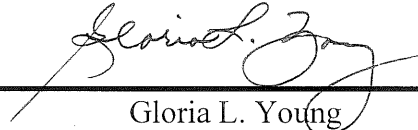
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July 10, 2000 Board of Supervisors — ADOPTED

Ayes: 11 - Ammiano, Becerril, Bierman, Brown, Katz, Kaufman, Leno, Newsom, Teng, Yaki, Yee

File No. 001051

I hereby certify that the foregoing Resolution was ADOPTED on July 10, 2000 by the Board of Supervisors of the City and County of San Francisco.



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Gloria L. Young  
Clerk of the Board

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JUL 14 2000

Date Approved



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Mayor Willie L. Brown Jr.