File No. 120760 Committee Item No. 4
Board Item No. 36

# COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

**Committee:** Budget and Finance Sub-Committee **Date** 7/25/12

**Board of Supervisors Meeting** **Date** 7/31/12

| Cmte | Board | |
|---|---|---|
| ☐ | ☐ | Motion |
| ☒ | ☒ | Resolution |
| ☐ | ☐ | Ordinance |
| ☐ | ☐ | Legislative Digest |
| ☐ | ☐ | Budget and Legislative Analyst Report |
| ☐ | ☐ | Legislative Analyst Report |
| ☐ | ☐ | Youth Commission Report |
| ☐ | ☐ | Introduction Form (for hearings) |
| ☐ | ☐ | Department/Agency Cover Letter and/or Report |
| ☒ | ☒ | MOU |
| ☒ | ☒ | Grant Information Form |
| ☒ | ☒ | Grant Budget |
| ☒ | ☒ | Subcontract Budget |
| ☐ | ☐ | Contract/Agreement |
| ☐ | ☐ | Form 126 – Ethics Commission |
| ☐ | ☐ | Award Letter |
| ☐ | ☐ | Application |
| ☐ | ☐ | Public Correspondence |

OTHER (Use back side if additional space is needed)

| | | |
|---|---|---|
| ☐ | ☐ | |
| ☐ | ☐ | |
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| ☐ | ☐ | |
| ☐ | ☐ | |
| ☐ | ☐ | |
| ☐ | ☐ | |
| ☐ | ☐ | |

**Completed by:** Victor Young **Date** July 19, 2012
**Completed by:** Victor Young **Date** 7-26-12

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

FILE NO. 120760 RESOLUTION NO.

[Accept and Expend Grant - Implementing New Directions in HIV Prevention - $545,759]

**Resolution authorizing the San Francisco Department of Public Health to retroactively accept and expend a grant in the amount of $545,759 from Public Health Foundation Enterprises, Inc., to participate in a program entitled "Implementing New Directions in HIV Prevention in San Francisco: A Comprehensive" for the period of September 30, 2011, through September 29, 2012.**

WHEREAS, Public Health Foundation Enterprises, Inc. (PHFE) is the recipient of a grant award from Centers for Disease Control and Prevention supporting the Implementing New Directions in HIV Prevention in San Francisco: A Comprehensive grant; and

WHEREAS, With a portion of these funds, PHFE has subcontracted with Department of Public Health (DPH) in the amount of $545,759 for the period of September 30, 2011, through September 29, 2012; and

WHEREAS, As a condition of receiving the grant funds, PHFE requires the City to enter into an agreement (Agreement), a copy of which is on file with the Clerk of the Board of Supervisors in File No.120760; which is hereby declared to be a part of this Resolution as if set forth fully herein; and

WHEREAS, The purpose of this project is to develop the Enhanced Comprehensive HIV Prevention Plan; and

WHEREAS, An Annual Salary Ordinance amendment is not required as the grant partially reimburses DPH for two existing positions, one Manager I (Job Class No. 0922) at .25 FTE and one Health Educator (Job Class No. 2822) at 1.00 FTE for the period of September 30, 2011, through September 29, 2012; and

WHEREAS, A request for retroactive approval is being sought because DPH did not receive notification of the agreement until May 23, 2012, for a project start date of September 30, 2011; and

WHEREAS, The budget includes a provision for indirect costs in the amount of $28,139; now, therefore, be it

RESOLVED, That DPH is hereby authorized to retroactively accept and expend a grant in the amount of $545,759 from PHFE; and, be it

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

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

RECOMMENDED:

Barbara A. Garcia, MPA
Director of Health

APPROVED:

Office of the Mayor

Office of the Controller

City and County of San Fra[illegible]sco

[illegible]partment of Public Health

Edwin M. Lee
Mayor

Barbara A. Garcia, MPA
Director of Health

**TO:** Angela Calvillo, Clerk of the Board of Supervisors

**FROM:** Barbara A. Garcia, MPA
Director of Health

**DATE:** June 19, 2012

**SUBJECT:** Grant Accept and Expend

**GRANT TITLE:** Implementing New Directions in HIV Prevention in San Francisco: A Comprehensive- $545,759

---

Attached please find the original and 4 copies of each of the following:

☒ Proposed grant resolution, original signed by Department

☒ Grant information form, including disability checklist -

☒ Budget and Budget Justification

☐ Grant application: Not Applicable. No application submitted. Asked to participate in the project.

☒ Agreement / Award Letter

☐ Other (Explain):

**Special Timeline Requirements:**

**Departmental representative to receive a copy of the adopted resolution:**

Name: Richelle-Lynn Mojica Phone: 255-3555

Interoffice Mail Address: Dept. of Public Health, Grants Administration for Community Programs, 1380 Howard St.

Certified copy required Yes ☐ No ☒

**File Number:** _____
(Provided by Clerk of Board of Supervisors)

## Grant Information Form
(Effective March 2005)

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: **Implementing New Directions in HIV Prevention in San Francisco: A Comprehensive**

2. Department: **Department of Public Health**
**HIV Prevention Section**

3. Contact Person: **Tracey Packer** Telephone: **554-9992**

4. Grant Approval Status (check one):

[ **X** ] Approved by funding agency [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: **$545,759**

6a. Matching Funds Required: **$0**
b. Source(s) of matching funds (if applicable):

7a. Grant Source Agency: **Centers for Disease Control and Prevention**
b. Grant Pass-Through Agency (if applicable): **Public Health Foundation Enterprises, Inc**

8. Proposed Grant Project Summary: **To develop the Enhanced Comprehensive HIV Prevention Plan.**

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

Start-Date: **09/30/2011** End-Date: **09/29/2012**

10a. Amount budgeted for contractual services: **No**

b. Will contractual services be put out to bid? **N/A**

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

11a. Does the budget include indirect costs? [ **X** ] Yes [ ] No

b1. If yes, how much? **$28,139**
b2. How was the amount calculated? **24.84% of total salaries**

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):

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 September 30, 2011. The Department received the subcontract agreement on May 23, 2012**

Grant Code is: **HCAO40/12**

****Disability Access Checklist*****

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 Site(s) | [ ] Rehabilitated Structure(s) | [X] New Program(s) or Service(s) |
| [ ] New Site(s) | [ ] New Structure(s) | |

14. 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: _____
Jason Hashimoto

Date Reviewed: 6/19/12

Department Approval: _____
Barbara A. Garcia, MPA — Director of Public Health
(Signature)

San Francisco Department of Public Health (SFDPH)
AIDS Office
HIV Prevention Section

Implementing New Directions in HIV Prevention in San Francisco: A Comprehensive

**BUDGET JUSTIFICATION**
(September 30, 2011 – September 29, 2012)

**A. PERSONNEL**
**B. MANDATORY FRINGE**

1. .25 0922 – Manager I: Tracey Packer
Twelve Month Salary $29,198
Mandatory Fringe Benefits (@ 42%) = $12,283 $41,461

To oversee the project and will provide supervision to the senior staff of this project. She will provide leadership and insure that the project is carried out in keeping with SFDPH HIV Prevention Plan and the DPH's vision of New Directions for HIV Prevention. She will have overall responsibility for ensuring the project meets CDC goals and fits with the vision of the National HIV/AIDS Strategy.

1. 1.00 2822 – Health Educator: Dara Geckeler
Twelve Month Salary $84,084
Mandatory Fringe Benefits (@ 42%) = $35,315 $119,399

Attend to the detail to this project and oversee the development of the Enhanced Comprehensive HIV Prevention Plan, ensure to complement the goals outlined in the expanded testing program.

| | |
|---|---|
| Total Salaries | $113,282 |
| Total Fringe | $47,578 |
| **TOTAL PERSONNEL:** | **$160,880** |
| **C. TRAVEL** | **$0** |
| **D. EQUIPMENT** | **$0** |
| **E. SUPPLIES** | **$0** |
| **F. MOU(STD 250,131, FAP 104,128, Mayor's office 2,500)** | **$356,759** |
| **G. OTHER** | **$0** |
| **TOTAL DIRECT COSTS** | **$517,619** |

| | | |
|---|---|---|
| H. | **INDIRECT COSTS (24.84% of total salaries)** | **$28,139** |
| | **TOTAL BUDGET:** | **$545,759** |

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
AIDS Office
HIV Prevention Section
Implementing New Directions in HIV Prevention in San Francisco
9/30/11 - 9/29/12

Dept / Div: HPH-03
Fund Group: 2S/CHS/GNC
Index Code: HCHPDHIVSVGR
Grant Code:
Grant Detail: 1200

| CATEGORY/LINE ITEM | Annual Salary | 42.00% Annual Frin Ben | Total Annual Sal/Frin Ben | % OF TIME | % OF FTE | Monthly Rate | Mth | Salary Budget | Frin Ben Budget | Total Budget |
|---|---|---|---|---|---|---|---|---|---|---|
| A. PERSONNEL | | | | | | | | | | |
| 1. Manager I<br>0922 5 T Packer | 116,792 | 49,053 | 165,845 | 25.00% | 0.2500 | 9,733 | 12 | 29,198 | 12,263 | 41,461 |
| 2. Health Educator<br>2822 5 D. Geckeler | 84,084 | 35,315 | 119,399 | 100.00% | 1.0000 | 7,007 | 12 | 84,084 | 35,315 | 119,399 |
| 3. COLA<br>4% | | | | | | | | 0 | 0 | 0 |
| TOTAL PERSONNEL: | 200,876 | 84,368 | 285,244 | | 1.25 | | | 113,282 | 47,578 | 160,860 |

| | |
|---|---|
| 00101 SALARIES: | 113,282 |
| 00103 MANDATORY FRINGE: | 47,578 |
| TOTAL PERSONNEL: | 160,860 |

| | |
|---|---|
| C. TRAVEL | |
| 1. Local Travel (02301) | 0 |
| 2. Out-of-Jurisdiction Travel(02101) | 0 |
| Sub Total TRAVEL | 0 |
| D. EQUIPMENT | |
| 1. Equipment (06061) | 0 |
| Sub Total EQUIPMENT | 0 |
| E. MATERIALS AND SUPPLIES | |
| 1. Office supplies (04951) | 0 |
| Sub Total SUPPLIES | 0 |
| F. CONTRACTUAL SERVICES (02789) | |
| 1. STD MOU | 250,131 |
| 2. SFDPH FAP | 104,128 |
| 3. SFDPH Mayor Office - Intern | 2,500 |
| Sub Total CONTRACTS | 356,759 |
| G. OTHER | |
| 1. Rent support/mtg fac (081RR) | 0 |
| 2. Telephone/Com (081ET) | 0 |
| 3. IRB fees (02699) | 0 |
| 4. Courier/Delivery Service (03521) | 0 |
| 5. Print/Slide Production - Outside (03552) | 0 |
| Sub TOTAL OTHER | 0 |
| TOTAL DIRECT COST | 517,619 |

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
AIDS Office
HIV Prevention Section
Implementing New Directions in HIV Prevention in San Francisco
9/30/11 - 9/29/12

Dept / Div: HPH-03
Fund Group: 2S/CHS/GNC
Index Code: HCHPDHIVSVGR
Grant Code:
Grant Detail: 1200

| CATEGORY/LINE ITEM | Annual Salary | 42.00% Annual Frin Ben | Total Annual Sal/Frin Ben | % OF TIME | % OF FTE | Monthly Rate | Mth | Salary Budget | Frin Ben Budget | Total Budget |
|---|---|---|---|---|---|---|---|---|---|---|

BUDGET SUMMARY

| | | |
|---|---|---|
| A. | TOTAL SALARIES | 113,282 |
| B. | TOTAL FRINGE | 47,578 |
| C. | TRAVEL | 0 |
| D. | EQUIPMENT | 0 |
| E. | MATERIALS AND SUPPLIES | 0 |
| F. | CONTRACT / MOU | 356,759 |
| G. | OTHER | 0 |
| | DIRECT COSTS | 517,619 |
| H. | INDIRECT COST (24.84% of Total Salaries) | 28,139 |
| | **TOTAL BUDGET** | **545,759** |
| | **AWARD** | **545,759** |
| | **SURPLUS/(DEFICIT)** | **0** |

PUBLIC HEALTH
Prevention Enterprises
A 501 (c)3 Nonprofit Corporation

12801 Crossroads Parkway South, Suite 260 ■ City of Industry, CA 91746 ■ 800.201.7320 Fax 562.699.8836 ■ www.phfe.org

**SUBCONTRACT BETWEEN**

**PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.**
**AND**
**THE CITY AND COUNTY OF SAN FRANCISCO**
**FOR THE ASSISTANCE**
**ON A**

**PROJECT TO SUPPORT THE SAN FRANCISCO CITY AND COUNTY DEPARTMENT OF PUBLIC HEALTH AIDS OFFICE IN IMPLEMENTING NEW DIRECTIONS IN HIV PREVENTION IN SAN FRANCISCO: A COMPREHENSIVE COMMUNITY PLANNING AND PUBLIC HEALTH PARTNERSHIP (GRANT 1 U65 PS003628-01)**

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ATTACHMENT I: NOTICE OF AWARD

ATTACHMENT II: PERSONNEL AND SCOPE OF WORK

ATTACHMENT III: BUDGET

SUBCONTRACT AGREEMENT

SECTION 1. PARTIES TO THE AGREEMENT

1.1 THIS AGREEMENT IS ENTERED INTO THIS ____ DAY OF MAY, 2012, BY AND BETWEEN PUBLIC HEALTH FOUNDATION ENTERPRISES, INC., (PHFE), A PRIVATE NON-PROFIT CORPORATION LICENSED TO DO BUSINESS IN THE STATE OF CALIFORNIA, AND THE CITY AND COUNTY OF SAN FRANCISCO (CCSF) TO IMPLEMENT NEW DIRECTIONS IN HIV PREVENTION AS AN ADJUNCT TO STUDIES BEING CONDUCTED BY THE SAN FRANCISCO CITY AND COUNTY DEPARTMENT OF HEALTH AIDS OFFICE.

THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT.

SECTION 2. RECITALS

WHEREAS, the services of PHFE have been retained by the National Center for HIV, Viral Hepatitis, STDS and TB Prevention of Rockville, Maryland to participate in a program to enhance comprehensive HIV prevention planning and implementation for metropolitan statistical areas most affected by HIV/AIDS under the technical leadership of the San Francisco City and County of San Francisco Health Department because PHFE has 45 years of cost-effective experience in the organization, management, and administration of public health services throughout California; and a long-standing role as business coordinator of the said trials; and

WHEREAS, PHFE has been granted, through the authorities conveyed by Agreement with the National Center for HIV, Viral Hepatitis, STDS and TB Prevention the option to subcontract services and acquisitions for the benefit of the Evaluation; and

WHEREAS, CCSF has substantial experience in community engagement and program planning in support of the San Francisco City And County Department Of Health Services in the conduct of ongoing HIV prevention, and

WHEREAS, the work of CCSF will further knowledge and advance program planning and implementation associated with the control of AIDS; and

WHEREAS, CCSF has the experience and reputation as a qualified experts in HIV prevention and a full knowledge of the authorities and requirements of the National Center for HIV, Viral Hepatitis, STDS and TB Prevention; and

WHEREAS, it has been determined by PHFE and the National Center for HIV, Viral Hepatitis, STDS and TB Prevention that the application of the expertise and experience of CCSF is in the best interests of the objectives of the HIV Prevention Section operated by the San Francisco City and County Department of Health Services AIDS Office.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of PHFE, and the City and County of San Francisco in consideration of the mutual covenants contained herein, and for other good and valuable consideration, agree as follows:

Article 1.

This is a service agreement and subcontract to the Notice of Grant Award, Attachment I, to this agreement (hereinafter referred to as NGA) between PHFE, and the National Center for HIV, Viral Hepatitis, STDS and TB Prevention, which will govern work as set forth in the following Sections and Attachments. The total dollar amount of all work pursuant shall not exceed the Contract Sum stated in Section 7 herein.

Article 2.

~~IT IS HEREBY CERTIFIED that, at a regular meeting of the Board Directors of PHFE and in deliberation and~~ review within the National Institute of Allergy and Infectious Diseases, that the foregoing was resolved and adopted.

IN WITNESS WHEREOF, the parties hereto have set their signatures this _____ day of May, 2012.

For the City and County of San Francisco

Signature

Marcellina Ogbu, Director of Community Programs
(Print) Name/Title

5/23/12
Date

For PHFE

Signature

Mark J. Bertler, CAE, Chief Executive Officer
(Print) Name/Title

5/31/12
Date

SECTION 3. INCORPORATION BY REFERENCE

This Agreement and the NGA constitute the entirety of the Agreement. Any disagreement between this Agreement and the NGA shall be resolved in favor of the language of the NGA. This Agreement establishes the service to be provided by PHFE and CCSF and stipulates that all terms and conditions of the NGA shall govern actions of both parties hereto during the course of this Agreement.

SECTION 4. PROJECT RESPONSIBILITIES

4.1 CONTRACT MANAGEMENT RESPONSIBILITY CCSF

4.1.1 CCSF will appoint a Contract Manager and a Project Director for this Agreement

4.1.2 The CCSF Contract Manager will be:

Marcellina Ogbu
Director of Community Programs
San Francisco Department of Public Health
1380 Howard Street - 5th Floor
San Francisco, CA 94103

and the Project Director will be

Tracey Packer
AIDS Office
25 Van Ness, Suite 500
San Francisco, CA 94102

4.1.3 CCSF's Contract Manager, or the Leader's designee, will oversee this Agreement for the University, and will coordinate all matters related to deliverables, billing, and payment for services rendered hereunder.

4.1.4 CCSF's Project Director will be responsible for assuring the quality of services provided under this Agreement, and for maintenance of standards of confidentiality, security, and accuracy that will assure a high level of performance to the specification to this agreement and its attachments, and fulfillment of the objectives of this Agreement.

4.1.5 CCSF's Project Director will be responsible for maintaining a regular communication with the Project Director identified in Attachment I to assure all current information and documentation pertinent to the performance of this Agreement and achievement of its objectives are known and on file, that schedules established in the NGA are met, and that standards of professional performance are observed.

4.1.6 Provide support and expertise in the development of manuscripts documenting and reporting on the HIV prevention section.

5.1 Services to be provided by PHFE

5.1.1 PHFE will appoint a Contract Manager for this Agreement

5.1.2 The Contract Manager for PHFE will be:

Victor Arechiga
Contract Manager
Public Health Foundation Enterprises, Inc.
12801 Crossroads Parkway South – Suite 200
City of Industry, CA 91746-3505

5.1.3 PHFE's Contract Manager, or the Manager's designee, will oversee this Agreement for PHFE, and will coordinate all matters related to deliverables, billing, and payment for goods and services acquired and rendered hereunder and will administer the program's budget and accounts to assure full compliance with NGA specifications and applicable regulations, rules, and laws as they apply to the operation of this Agreement.

5.1.4 Establish a Chart of Accounts to assure ability to accumulate operating and expenditure information on a daily basis within all categories of expense.

5.2.4 Establish procedure and implement operations governing the preparation, completion, and transmission of all deliverables associated with the NGA and this Service Agreement, and the proper maintenance of records therefore.

SECTION 6. TERM

6.1 This Agreement shall be for a period of twelve months commencing upon the date of September 30, 2011. The Agreement may be renewed, based upon an evaluation by PHFE and CCSF as warranted by the need to assure appropriate completion of the Study.

SECTION 7. CONTRACT SUM

7.1 The Contract Sum for this Agreement shall be for the total sum of $545,759 which sum is authorized for the payment of items and services specified in Attachment II and Attachment III to this Agreement, "Personnel and Scope of Work" and "Budget" respectively.

7.2 PHFE is not obligated to assure that the entire contract sum will be expended over the term of the Agreement. Disbursements will be contingent upon CCSF billings and accounting practice. No PHFE obligation will be incurred separate from invoiced charges, governed by the terms and conditions of the NGA, invoiced from CCSF.

SECTION 8. INVOICES AND PAYMENTS

8.1 CCSF shall direct all inquiries relative to equipment purchases, salary payments, financial documentation, budget adjustments, and other requirements through the PHFE Contract Manager. CCSF shall refer to PHFE Program #2369.002.001 on all invoice related correspondence and inquiries.

8.2 CCSF will adhere to budget limitations and authorities as outlined in the NGA in submitting invoices and requesting payments. No adjustment will be made in these allowances except through duly authorized amendments to this Agreement, (Section 9), and the NGA.

8.3 CCSF will warrant that all purchases and other expenditures will comply with the certifications specified in the NGA pertaining to equal opportunity, avoidance of conflict of interest, and other fairness and disclosure regulations contained therein.

## SECTION 9. CHANGES AND AMENDMENTS

9.1 Changes and amendments to this Agreement shall be accomplished in the following manner:

For all changes, inclusive of those affecting cost, a notice of change in form of a memo or letter shall be provided by CCSF, identifying the budget elements involved in the change, and including a justification for the change. If changes are recommended which are inconsistent with guidelines or regulatory controls specified in the NGA, then the effect of the limitations must be made clear and appropriate documentation provided so that PHFE may work with regulatory or granting agencies to assure the validity of the change before permitting a formal action of change. PHFE will undertake to facilitate rather than limit changes requested by CCSF, requiring primarily that there be full documentation of the authority for modification of this Agreement. This Agreement can only be modified by a written agreement signed by both parties.

## SECTION 10. NOTICES

10.1 Except as may otherwise be provided herein, when either party to this Agreement has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of any responsibility under this Agreement, that party shall, within five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party. In either case, notice will be forwarded to CCSF's Contract Manager and PHFE's Contract Manager

## SECTION 11. ASSIGNMENT

11.1 Neither PHFE nor CCSF shall delegate their respective duties and/or assign their respective rights hereunder, nor transfer such rights and responsibilities through merger or acquisition to any other party, either wholly or in part, without the prior written consent of the other party. Any delegation or assignment attempted by any other means shall be void.

## SECTION 12. INDEPENDENT CONTRACTOR STATUS

12.1 This Agreement is by and between PHFE and CCSF and is not intended and shall not be construed as creating a relationship of agent, servant, employee, partnership, joint venture, or partnership between the parties hereto.

## SECTION 13. INDEMNIFICATION

13.1 CCSF and PHFE do agree hereby to indemnify, defend and save harmless each, their agents, officers and employees from and against any and all liability, expense including defense costs and reasonable legal fees, and claims for damages of any nature whatsoever, including,

but not limited to, bodily injury, death, personal injury, copyright infringement, or property damage arising from or connected with services performed pursuant to this Agreement, but only in proportion to and to the extent that such liability, expense, legal fees, or claims for damages are caused by or result from negligent or intentional acts or omission.

13.2 CCSF and PHFE shall each maintain a program of insurance or self insurance which will assure compliance with the requirements of SECTION 13.1, including but not limited to Worker's Compensation, and comprehensive general liability insurance.

SECTION 14. COMPLIANCE WITH LAWS

14.1 CCSF agrees to comply with all applicable Federal, State, and Local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

SECTION 15. RECORD RETENTION AND INSPECTION

15.1 CCSF agrees that all records pertinent to this Agreement shall be made accessible with reasonable notice and during reasonable business hours to PHFE or its agents for purposes of audit, excerpt, copying, or transcribing. Such materials, including pertinent cost accounting, finance, and proprietary data, must be kept and maintained by CCSF during the period of this Agreement and for a period of four (4) years after completion of this Agreement unless PHFE's written permission is given to dispose of material prior to this time.

SECTION 16. NONDISCRIMINATION

16.1 CCSF certifies that all persons employed by it under terms of this Agreement will be treated equally without regard to race, religion, ancestry, national origin, sex age, condition of physical handicap, marital status or political affiliation, and in compliance with all applicable Federal and State anti-discrimination laws and regulations and shall otherwise conduct the business of this Agreement in accord with the certifications incorporated in the NGA.

16.2 CCSF shall deal with bidders and vendors providing goods and services pursuant to this Agreement without regard to race, religion, ancestry, national origin, sex, age, condition of physical handicap, marital status, or political affiliation and shall otherwise conduct the business of this Agreement in accord with the certifications incorporated in the NGA.

SECTION 17. COVENANT AGAINST CONTINGENT FEES

17.1 CCSF and PHFE warrant that no person or selling agency has been employed or retained to secure this Agreement or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

SECTION 18. PROPRIETARY RIGHTS

18.1 No participation in proprietary rights relevant to this program is intended by PHFE.

SECTION 19. EMERGENCY CONDITIONS, WORK ACTIONS, ACCIDENTS

19.1 CCSF must be willing to provide services contracted for during any work action or strike.

19.2 CCSF must report any accident arising out of the performance of this Agreement involving employees or the public to PHFE immediately.

SECTION 20. CONFLICT OF INTEREST/CONTRACTS PROHIBITED

20.1 The signatories warrant that no employee of either may influence the award of this Agreement, or have any other direct or indirect financial interest in this Agreement.

SECTION 21. WAIVER

21.1 No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of said provision or any other provision of this Agreement.

SECTION 22. TERMINATION FOR NON-APPROPRIATION

22.1 Either party may terminate this Agreement with thirty (30) days notice to the other party. In the event of an early termination PHFE shall reimburse CCSF for any noncancelable obligations properly incurred. PHFE's obligation under this Agreement is payable only and solely from funds appropriated for the purposes of this Agreement and conveyed under terms and conditions of the NGA. In the event that these signatories to the NGA fail to appropriate or convey funding for this Agreement for any period of the Agreement's term, PHFE may exercise the right to terminate this Agreement upon the expenditure of currently appropriated funds. PHFE shall notify CCSF within a minimum of thirty (30) days prior to such action.

SECTION 23. AUTHORIZATION WARRANTY

23.1 CCSF represents and warrants that the parties executing this Agreement are authorized agents who have the actual authority to bind CCSF on each and every one of the terms, conditions, and obligations set forth herein.

23.2 CCSF represents and warrants that the prices quoted and agreed herewith have been arrived at independently without consultation, communication, or agreement with any other party for purposes of restricting competition.

ATTACHMENT I

NOTICE OF AWARD ON NEXT PAGES

Grant Number: 1U65PS003628-01

Principal Investigator(s):
GRANT NASH COLFAX, MD

Project Title: IMPLEMENTING NEW DIRECTIONS IN HIV PREVENTION IN SAN FRANCISCO: A COMPREHENSIVE C

MARK BERTLER
PUBLIC HEALTH FNDN. ENTERPRISES, INC.
12801 CROSSROADS PARKWAY SOUTH
SUITE 200
CITY OF INDUSTRY, CA 91746

Award e-mailed to: svacko@phfe.org

Budget Period: 09/30/2011 – 09/28/2012
Project Period: 09/30/2011 – 09/29/2013

Dear Business Official:

The Centers for Disease Control and Prevention hereby awards a grant in the amount of $1,271,584 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to PUBLIC HEALTH FOUNDATION ENTERPRISES, INC in support of the above referenced project. This award is pursuant to the authority of SEC.301(A)317(K)(2)42USC&241&247B(K)(2) and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

SHIRLEY WYNN
Grants Management Officer
Centers for Disease Control and Prevention

Additional information follows

SECTION I – AWARD DATA – 1U65PS003628-01

| Award Calculation (U.S. Dollars) | |
|---|---|
| Salaries and Wages | $531,206 |
| Fringe Benefits | $130,085 |
| Personnel Costs (Subtotal) | $661,291 |
| Other Costs | $610,293 |
| | |
| Federal Direct Costs | $1,271,584 |
| Approved Budget | $1,271,584 |
| Federal Share | $1,271,584 |
| TOTAL FEDERAL AWARD AMOUNT | $1,271,584 |
| | |
| AMOUNT OF THIS ACTION (FEDERAL SHARE) | $1,271,584 |

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

02 $1,271,584

Fiscal Information:
CFDA Number: 93.523
EIN: 1952557063A1
Document Number: UPS003628A

| IC | CAN | 2011 | 2012 |
|---|---|---|---|
| PS | 939ZFXV | $352,902 | $352,902 |
| PS | 939ZMTH | $123,169 | $123,169 |
| PS | 939ZMZH | $795,513 | $795,513 |

| SUMMARY TOTALS FOR ALL YEARS | | |
|---|---|---|
| YR | THIS AWARD | CUMULATIVE TOTALS |
| 1 | $1,271,584 | $1,271,584 |
| 2 | $1,271,584 | $1,271,584 |

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

CDC Administrative Data:
PCC: / OC: 4141 / Processed: WYNNS00 09/23/2011

SECTION II – PAYMENT/HOTLINE INFORMATION – 1U65PS003628-01

For payment information see Payment Information section in Additional Terms and Conditions.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

SECTION III – TERMS AND CONDITIONS – 1U65PS003628-01

This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

a. The grant program legislation and program regulation cited in this Notice of Award.

b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

This award is funded by the following list of institutes. Any papers published under the auspices of this award must cite the funding support of all institutes.

National Center For Hiv, Viral Hepatitis, Stds And Tb Prevention (PS)

**Treatment of Program Income:**
Additional Costs

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**SECTION IV – PS Special Terms and Conditions – 1U65PS003628-01**

FUNDING OPPORTUNITY ANNOUNCEMENT (FOA) Number: PS11-1117
AWARD NUMBER: 1 U65 PS 003628-01 (San Francisco Department of Public Health )
APPROVAL LIST NUMBER: C0105R11

TERMS AND CONDITIONS OF THIS AWARD

NOTE 1: INCORPORATION: Funding Opportunity Announcement (FOA) Number PS11-1117 entitled, Enhanced Comprehensive HIV Prevention Planning and Implementation for Metropolitan Statistical Areas Most Affected by HIV/AIDS (ECHPP Phase II), application dated June 25, 2011; budget discussions conducted on September 20, 2011 is made a part of this Non-Research Continuation award by reference.

NOTE 2: RESPONSE TO SUMMARY STATEMENT: Attached to this Notice of Award is a Summary Statement, which is a summary of reviewer comments, recommendations, strengths, and weaknesses.

NOTE 3: APPROVED FUNDING CATEGORY: This award reflects 100% of your anticipated total 12 month funding. Funds will be awarded as follows:

PART A: $400,000
PART B: $871,584

Total Approved FY2011 BUDGET: $1,271,584

NOTE 4: SPECIAL AWARD CONDITION: By September 30, 2011, the grantee must submit a revised budget, including a revised SF424a that delineates Part A and B. Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to submit a notification by letter or email to the assigned Grants Specialist listed below, requesting an extension to this due date, explaining the reason, and the date by which CDC will receive the information.

NOTE 5: INDIRECT COSTS: Indirect costs are approved based on the Indirect Cost Rate Agreement dated January 1, 2011, which calculates indirect costs as follows: a Provisional is approved at a rate of 8.50% of the base, which includes: Total direct costs including consulting costs but excluding capital expenditures (buildings, individual items of equipment, alterations and renovations), that portion of each subaward in excess of $25,000 and flow-through funds. The effective dates of this indirect cost rate are from 07/01/2010 through 06/30/2012.

NOTE 6: RENT OR SPACE COSTS: Recipients are responsible for ensuring that all costs included in this proposal to establish billing or final indirect cost rates are allowable in accordance with the requirements of the Federal award(s) to which they apply and 2 CFR Part 230, Cost Principles for Non Profit Organizations (OMB Circular A-122). The recipient also has a responsibility to ensure sub-recipients expend funds in compliance with federal laws and regulations. Furthermore, it is the responsibility of the recipient to ensure rent is a legitimate direct cost line item which the recipient has supported in current and/or prior projects and these same costs have been treated as indirect costs that have not been claimed as direct costs. If rent is

claimed as direct cost, the recipient must provide a narrative justification which describes their prescribed policy to include the effective date to the assigned Grants Management Specialist noted in Section IV. Staff Contacts.

NOTE 7: Rapid HIV TESTING: For projects involving rapid HIV testing, the grantee must comply with CLIA requirements and all relevant state and local regulations applicable to rapid HIV testing at the venues proposed for projects involving HIV rapid testing.

NOTE 8: HIV PROGRAM REVIEW PANEL REQUIREMENT: All written materials, audiovisual materials, pictorials, questionnaires, survey instruments, websites, educational curricula and other relevant program materials must be reviewed and approved by an established program review panel. A list of reviewed materials and approval dates must be submitted to the CDC Grants Management.

NOTE 9: REPORTING REQUIREMENTS: ANNUAL FINANCIAL STATUS REPORT (FSR, SF 269 or SF 269A)/FEDERAL FINANCIAL REPORT (FFR):

Disclaimer: As of February 2011, existing Financial Status Report (FSR) requirements will soon be replaced with the new Federal Financial Reporting (FFR) requirements. However, until informed FSR requirements will remain in effect.

a.) ANNUAL FINANCIAL STATUS REPORT (FSR):

The FSR for this budget period is due to the Grants Management Specialist by December 29, 2012. Reporting timeframe is September 30, 2011, through September 29, 2012. The FSR should only include those funds authorized and actually expended during the timeframe covered by the report. If the FSR is not finalized by the due date, an interim FSR must be submitted, marked not final (INTERIM), and an amount of unliquidated obligations should be annotated to reflect unpaid expenses. A final FSR must be submitted no later than 12 months from this due date. Electronic versions of the form can be downloaded into Adobe Acrobat and completed on-line by visiting, http://www.whitehouse.gov/omb/grants/sf269a.pdf.

The FSR is a requirement of this cooperative agreement and must be submitted and finalized every year of the project. The finalized FSR must be submitted within 12 months of the due date. FSRs should not be handwritten or typed on a typewriter. Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to submit a letter explaining the reason and date by which the Grants Officer will receive the information.

b) PROGRESS REPORTING: Annual progress reports are a requirement of this program, due 90 days following the end of each budget period.

i. The Interim Progress Report (IPR) will serve as the non-competing continuation application. IPR reporting timeframe is September 30, 2011, through March 29, 2012. A due date and specific IPR guidance will be provided at a later date.

ii. The Annual Progress Report (APR) will be due 90 days after the end of the budget period, December 29, 2012. APR programmatic guidance will be provided at a later date. Reporting timeframe is September 30, 2011, through September 29, 2012.

Note: An original plus two copies of the reports must be mailed to the Grants Management Specialist for approval by the Grants Management Officer by the due date noted. Ensure the Award and Program Announcement numbers shown above are on the reports.

c.) CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS: All applicant organizations must obtain a DUN and Bradstreet (D&B) Data Universal Numbering System (DUNS) number as the Universal Identifier when applying for Federal grants or cooperative agreements. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services. An AOR should be consulted to determine the appropriate number. If the organization does not have a DUNS number, an AOR should complete the US D&B D-U-N-S Number Request Form or contact Dun and Bradstreet by telephone directly at 1-866-705-5711 (toll-free) to obtain one. A DUNS number will be provided immediately by telephone at no charge. This is an organizational number. Individual Program Directors/Principal Investigators do not need to register for a DUNS.

Additionally, all applicant organizations must register in the Central Contractor Registry (CCR) and maintain the registration with current information at all times during which it has an application under consideration for funding by CDC and, if an award is made, until a final financial report is submitted or the final payment is received, whichever is later. CCR is the primary registrant database for the Federal government and is the repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR internet site at www.ccr.gov.

If an award is granted, the grantee organization must notify potential sub-recipients that no organization may receive a subaward under the grant unless the organization has provided its DUNS number to the grantee organization.

d.) FEDERAL INFORMATION SECURITY MANAGEMENT ACT (FISMA): All information systems, electronic or hard copy which contain federal data need to be protected from unauthorized access. This also applies to information associated with CDC grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347.

FISMA applies to CDC grantees only when grantees collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, the grantee retains the original data and intellectual property, and is responsible for the security of this data, subject to all applicable laws protecting security, privacy, and research. If and when information collected by a grantee is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency?s responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, please review the following website:
http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?
dbname=107_cong_public_laws&docid=f:publ347.107.pdf

e.) ( X ) FFATA DOES APPLY. THE GRANTEE MUST FOLLOW THIS SECTION
( ) FFATA DOES NOT APPLY ? THE GRANTEE MAY SKIP THIS SECTION

In accordance with 2 CFR Chapter 1, Part 170 REPORTING SUB-AWARD AND EXECUTIVE COMPENSATION INFORMATION, Prime Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant equal to or greater than $25,000. For full text for the FFATA requirement, see the following links:
http://www.neh.gov/pdf/AddendumGTACs_Oct1_2010_AwardReq.pdf
https://www.fsrs.gov/

f.) NON-DELINQUENCY on FEDERAL DEBT: The Federal Debt Collection Procedures Act of 1990 (Act), 28 U.S.C. 3201(e), provides that an organization or individual that is indebted to the United States, and has a judgment lien filed against it, is ineligible to receive a Federal grant. CDC cannot award a grant unless the AOR of the applicant organization (or individual in the case of a Kirschstein-NRSA individual fellowship) certifies, by means of his/her signature on the application, that the organization (or individual) is not delinquent in repaying any Federal debt. If the applicant discloses delinquency on a debt owed to the Federal government, CDC may not award the grant until the debt is satisfied or satisfactory arrangements are made with the agency to which the debt is owed. In addition, once the debt is repaid or satisfactory arrangements made, CDC will take that delinquency into account when determining whether the applicant would be a responsible CDC grant recipient.

Anyone who has been judged to be in default on a Federal debt and who has had a judgment lien filed against him or her should not be listed as a participant in an application for a CDC grant until the judgment is paid in full or is otherwise satisfied. No funds may be used for or rebudgeted following an award to pay such an individual. CDC will disallow costs charged to awards that provide funds to individuals in violation of this Act. These requirements apply to all types of organizations and awards, including foreign grants.

NOTE 10: AUDIT REQUIREMENT: An organization that expends $500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in

accordance with the provisions of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations. The audit must be completed along with a data collection form, and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor?s report(s), or nine months after the end of the audit period.

The audit report must be sent to:
Federal Audit Clearing House
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Should you have questions regarding the submission or processing of your Single Audit Package, contact the Federal Audit Clearinghouse at: (301) 763-1551, (800) 253-0696 or email: govs.fac@census.gov

It is very helpful to CDC managers if the recipient sends a courtesy copy of completed audits and any management letters on a voluntary basis to the following address.

Centers for Disease Control and Prevention (CDC)
ATTN: Audit Resolution, Mail Stop E-14
2920 Brandywine Road
Atlanta, GA 30341-4146

The grantee is to ensure that the sub-recipients receiving CDC funds also meet these requirements (if total Federal grant or cooperative agreement funds received exceed $500,000). The grantee must also ensure that appropriate corrective action is taken within six months after receipt of the sub-recipient audit report in instances of non-compliance with Federal law and regulations. The grantee is to consider whether sub-recipient audits necessitate adjustment of the grantee's own accounting records. If a sub-recipient is not required to have a program-specific audit, the Grantee is still required to perform adequate monitoring of sub-recipient activities. The grantee is to require each sub-recipient to permit independent auditors to have access to the sub-recipient's records and financial statements. The grantee should include this requirement in all sub-recipient contracts.

NOTE 11: SUB-GRANTS/SUBRECIPIENT AWARDS: Seed Grants/Sub-Grants are not authorized under this program or included in Program authorizing legislature. As a result, the recipient is not permitted to fund seed grants or sub-grants. Recipient must issue proposed funding as a procurement requirement per the organization's established procedures.

NOTE 12: TRAVEL COST: In accordance with Health and Human Services (HHS) Grants Policy Statement, travel is only allowable for personnel directly charged and approved on the grant/cooperative agreement. There must be a direct benefit imparted on behalf of the traveler as it applies to the approved activities of the Notice of Award. To prevent disallowance of cost, Recipient is responsible for ensuring that only allowable travel reimbursements are applied in accordance with their organization's established travel policies and procedures.

NOTE 13: FOOD AND MEALS: Costs associated with food or meals are NOT permitted unless included with per diem as a part of official travel.

NOTE 14: PRIOR APPROVAL: All requests, which require prior approval, must bear the signature of an authorized official of the business office of the grantee organization as well as the principal investigator or program or project director named on this notice of award. The request must be postmarked no later than 120 days prior to the end date of the current budget period and submitted with an original plus two copies. Any requests received that reflect only one signature will be returned to the grantee unprocessed. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

Prior approval is required but is not limited to the following types of requests: 1) Use of unobligated funds from prior budget period (Carryover); 2) Lift funding restriction, withholding, or disallowance, 3) Redirection of funds, 4) Change in Contractor/Consultant; 5) Supplemental funds; 6) Response to Technical Review or Summary Statement, 7) Change in Key Personnel, or 8) Liquidation Extensions.

NOTE 15: CORRESPONDENCE: ALL correspondence (including emails and faxes) regarding this award must be dated, identified with the AWARD NUMBER, and include a point of contact

(name, phone, fax, and email). All correspondence should be addressed to the Grants Management Specialist listed below.

NOTE 16: INVENTIONS: Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR 401.14.

NOTE 17: PUBLICATIONS: Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

This publication (journal article, etc.) was supported by the Cooperative Agreement Number above from The Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention.

NOTE 18: CANCEL YEAR. 31 U.S.C. 1552(a) Procedure for Appropriation Accounts Available for Definite Periods states the following. On September 30th of the 5th fiscal year after the period of availability for obligation of a fixed year appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose. An example is provided below:

FY 2005 funds will expire September 30, 2010. All FY 2005 funds should be drawn down and reported to Payment Management System (PMS) prior to September 30, 2010. After this date, corrections or cash requests will not be permitted.

NOTE 19: CONFERENCE DISCLAIMER AND USE OF LOGOS: Disclaimer. If a conference is funded by a grant, cooperative agreement, sub-grant and/or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily do not reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Logos. Neither the HHS nor the CDC logo may be displayed if such display would cause confusion as to the conference source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the Office of the Inspector General has authority to impose civil monetary penalties for violations (42 C.F.R. Part 1003). Neither the HHS nor the CDC logo can be used on conference materials, under a grant, cooperative agreement, and contract or co-sponsorship agreement without the expressed, written consent of either the Project Officer or the Grants Management Officer. It is the responsibility of the grantee (or recipient of funds under a cooperative agreement) to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the grantee must ensure written consent is received from the Project Officer and/or the Grants Management Officer.

NOTE 20: EQUIPMENT AND PRODUCTS: To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of $5,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy.

The grantee may use its own property management standards and procedures provided it observes provisions of the following sections in the Office of Management and Budget (OMB) Circular A-87 and 45 CFR Part 92:

I. Office of Management and Budget (OMB) Circular A-87, Section 15 provides the uniform administrative requirements for grants and agreements for State and Local governments. For additional information, please review the following website:
http://www.whitehouse.gov/omb/circulars_a087_2004.

NOTE 21: PROGRAM INCOME: Any program income generated under this cooperative agreement will be used in accordance with the additional cost alternative. The disposition of program income must have written prior approval from the Grants Management Officer.

Additional Costs Alternative--Used for costs that are in addition to the allowable costs of the project for any purposes that further the objectives of the legislation under which the cooperative agreement was made. General program income subject to this alternative shall be reported on lines 10r and 10s, as appropriate, of the FSR (Long Form).

NOTE 22: KEY PERSONNEL: In accordance with 45 CFR Part 92.30 Changes, CDC recipients shall obtain prior approvals from CDC for (1) change in the project director or principal investigator or other key persons specified in the application or award document, and (2) the absence for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

NOTE 23: TRAFFICKING IN PERSONS. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award terms and conditions, please review the following website:
http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_for_Trafficking_in_Persons.shtm

NOTE 24: ACKNOWLEDGMENT OF FEDERAL SUPPORT: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

NOTE 25: HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): Pursuant to the Standards for Privacy of Individually Identifiable Health Information promulgated under the Health Insurance Portability and Accountability Act (HIPAA)(45 CFR Parts 160 and 164) covered entities may disclose protected health information to public health authorities authorized by law to collect or received such information for the purpose of preventing or controlling disease, injury, or disability, including, but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions. The definition of a public health authority includes a person or entity acting under a grant of authority from or contract with such public agency. Through this agreement, the [Insert recipient Name] is acting under a grant of authority from CDC to carry out [Insert: Name of project/activity] which is authorized by [Insert: Statutory authority from Public Health Service Act, Comprehensive Environmental Response, Compensation, and Liability Act, or other legislation (this information should be provided by the awarding program)]. The CDC grants this authority to [Insert: partner name] for purposes of this project. Further, CDC considers this to be [Insert: type of public health activity, i.e. disease/injury reporting, vital events, surveillance, investigations, intervention, registry] for which disclosure of protected health information by covered entities is authorized by section 164.512(b)).

NOTE 26: PAYMENT INFORMATION: Automatic Drawdown (Direct/Advance Payments): PAYMENT INFORMATION: Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS will forward instructions for obtaining payments.

a.) PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows:

Director, Division of Payment Management, OS/ASAM/PSC/FMS/DPM
P.O. Box 6021
Rockville, MD 20852

Phone Number: (877) 614-5533
Email: PMSSupport@psc.gov
Website: http://www.dpm.psc.gov/grant_recipient/shortcuts/shortcuts.aspx?explorer.event=true

To obtain the contact information of DPM staff within respective Payment Branches refer to the links listed below:

University and Non-Profit Payment Branch:
http://www.dpm.psc.gov/contacts/dpm_contact_list/univ_nonprofit.aspx?explorer.event=true

Governmental and Tribal Payment Branch:
http://www.dpm.psc.gov/contacts/dpm_contact_list/gov_tribal.aspx?explorer.event=true

Cross Servicing Payment Branch:
http://www.dpm.psc.gov/contacts/dpm_contact_list/cross_servicing.aspx

b.) If a carrier other than the U.S. Postal Service is used, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows:

US Department of Health and Human Services
PSC/DFO/Division of Payment Management
7700 Wisconsin Avenue ? 10th Floor
Bethesda, MD 20814

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.

NOTE 27: ACCEPTANCE OF THE TERMS OF AN AWARD: By drawing or otherwise obtaining funds from the grant payment system, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer.

NOTE 28: CERTIFICATION STATEMENT: By drawing down funds, Awardee certifies that proper financial management controls and accounting systems to include personnel policies and procedures have been established to adequately administer Federal awards and funds drawn down are being used in accordance with applicable Federal cost principles, regulations and Budget and Congressional intent of the President.

NOTE 29: CDC CONTACTS:

Programmatic and Technical Contact (PPB)

Stephen Flores, Project Officer
Centers for Disease Control & Prevention
NCHHSTP, PPB
1600 Clifton Road NE, Mail Stop E-58
Atlanta, GA 30333
Telephone: 404.639.1910
Fax: 404.639.1950
Email: SIF2@cdc.gov

STAFF CONTACTS
Grants Management Specialist: Patricia A French
Centers for Disease Control and Prevention
Procurement and Grants Office
Koger Center, Colgate Building
2920 Brandywine Road, Mailstop E15
Atlanta, GA 30341
Email: pff6@cdc.gov Phone: (770) 488-2849 Fax: 770-488-2868

Grants Management Officer: Shirley Wynn

Centers for Disease Control and Prevention
Procurement and Grants Office
Koger Center, Colgate Building
2920 Brandywine Road, Mailstop K75
Atlanta, GA 30341
Email: zbx6@cdc.gov Phone: 770-488-1515 Fax: 770.488.2688

**SPREADSHEET SUMMARY**
**GRANT NUMBER:** 1U65PS003628-01

**INSTITUTION:** PUBLIC HEALTH FOUNDATION ENTERPRISES

| *Budget* | *Year 1* | *Year 2* |
|---|---|---|
| Salaries and Wages | $531,206 | |
| Fringe Benefits | $130,085 | |
| Personnel Costs (Subtotal) | $661,291 | |
| Other Costs | $610,293 | |
| TOTAL FEDERAL DC | $1,271,584 | $1,271,584 |
| TOTAL FEDERAL F&A | | |
| TOTAL COST | $1,271,584 | $1,271,584 |

ATTACHMENT II

PERSONNEL AND SCOPE OF WORK

Principal Investigator: Packer, Tracey

Dara Geckeler, Director of Strategic Integration
Dara Geckeler will be detailed to this project and oversee the development of the Enhanced Comprehensive HIV Prevention Plan. In anticipation that SF may receive grants from CDC under RFA-PS10-10138 and PS10-10175, Ms. Geckeler will ensure that this project complements the development of the SF PCSI Plan and is aligned with the goals outlined in the expanded testing program. She will be a primary liaison with community members, CBO staff, internal DPH staff, as well as the CDC to insure the project is meeting its timeline and goals. Ms. Geckeler reports to Ms. Packer and will work closely with her on this project. Ms. Geckeler will provide oversight, training, and technical assistance to the DPH contractors providing services under this grant. She will ensure that the program goals and objectives are in alignment with the ECHPP Plan.

Tracey Packer, Interim Director HIV Prevention Section
Ms. Packer will oversee the project and will provide supervision to the senior staff of this project. She will provide leadership and insure that the project is carried out in keeping with the SFDPH HIV Prevention Plan and the DPH's vision for New Directions for HIV Prevention. She will have overall responsibility for ensuring the project meets CDC goals and fits with the vision of the National HIV/AIDS Strategy.

MOU with STD
The STD Prevention and Control Section of the SFDPH will provide HIV testing in the STD clinic, HIV risk reduction counseling and education to STD patients, and Partner Services and Linkages citywide, in addition to other Prevention with Positives programs. STD Prevention and Control clinic will provide 7,000 HIV tests at City Clinic, the municipal STD clinic. In addition, STD Prevention and Control will provide partner services for all HIV service providers in San Francisco, as well as for any resident named by an HIV infected person in another State or City in the United States. HIV positive individuals will be counseled by staff about HIV medical and support services as well as ways to prevent infection with an STD and offered STD testing. Staff will link HIV infected persons to primary care services and maintain contact with them to confirm that they attend their first appointment and maintain their enrollment in care services. Notified partners will also be linked to HIV testing and provided HIV/STD prevention information. Individual risk reduction counseling will be provided to gay men and other males who have sex with men (MSM), regardless of their HIV status, who test positive for an STD at City Clinic, to newly HIV positive City Clinic patients, to long standing HIV positive patients newly diagnosed with syphilis, and to newly HIV positive patients from other sites. PEP services will be provided as indicated through PEP protocols.

MOU with FAP
The goal of this program is to eliminate new HIV infections among San Francisco county jail prisoners using a multi-disciplinary team approach to provide HIV testing and linkages immediately into care for newly diagnosed HIV+ prisoners, offering them HIV prevention services including HIV prevention with positives and HIV/ STD / HCV disclosure assistance. HIV testing will occur in the five county jails through a medical model provided by a partnership between Forensic AIDS Project and Jail Health Services. With special funding through the SFDPH Community Behavioral Health Services (CBHS), HIV testing will be offered to all substance users participating in jail based drug treatment programs. Health education groups will be offered in the jail based drug treatment programs implementing the FAP Health Education curricula with an emphasis on HIV, STI and Hepatitis education. These workshops will serve as an outreach and educational tool for HIV/STI/Hepatitis testing. During the workshops members of the FAP HIV early intervention team will promote their services and work collaboratively

with jail based substance abuse treatment staff to ensure all participants receive appropriate linkage and referrals to internal/external service providers.

**MOU with Mayors Office**
Funds to cover the HPS's portion of the public health intern project.

ATTACHMENT III

BUDGET ON NEXT PAGE

Attachment III - Detailed Budget

Principal Investigator/Program Director (Last, first, middle): Packer, Tracey

| DETAILED BUDGET FOR INITIAL BUDGET PERIOD | DIRECT COSTS ONLY | FROM: [illegible] | THRU: [illegible] |
|---|---|---|---|

| PERSONNEL (Applicant organization only) | | | | | DOLLAR AMOUNT REQUESTED (cont. cents) | | |
|---|---|---|---|---|---|---|---|
| NAME | ROLE ON PROJECT | TYPE APPT. (months) | % EFFORT ON PROJ. | INST. BASE SALARY | SALARY REQUESTED | FRINGE BENEFITS | TOTALS |
| Dara Geckeler | Director of Strategic Integration | 12 | 1.00 | $84,084 | $84,084 | $35,315 | $119,399 |
| Tracey Packer | Acting Director HPS | 12 | 0.25 | $116,792 | $29,198 | $12,263 | $41,461 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| SUBTOTALS | | | | | $113,282 | $47,578 | $160,860 |

| | | |
|---|---|---|
| CONSULTANT COSTS | | $0.00 |
| EQUIPMENT (Itemize) | | $0.00 |
| SUPPLIES (Itemize by category) | | $0.00 |
| TRAVEL | | $0.00 |
| Contractual: | | |
| STD MOU | 250,131 | |
| FAP MOU | 104,128 | |
| Mayors Office MOU | 2,500 | |
| | | $356,759.00 |
| OTHER EXPENSES (Itemize by category) | | $0.00 |
| SUBTOTAL DIRECT COSTS FOR NEXT BUDGET PERIOD | | $517,619 |
| | | $0 |
| FACILITIES AND ADMINISTRATIVE COSTS | | $28,139 |
| TOTAL DIRECT COSTS FOR NEXT BUDGET PERIOD | YEAR 1 | $545,759 |

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