

File No. 110252

Committee Item No. \_\_\_\_\_  
Board Item No. 31

**COMMITTEE/BOARD OF SUPERVISORS**  
AGENDA PACKET CONTENTS LIST

Board of Supervisors Meeting

Date March 8, 2011

Cmte Board

- |                          |                                     |  |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/>            | Motion                                       |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/> | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/> | <input type="checkbox"/>            | Legislative Digest                           |
| <input type="checkbox"/> | <input type="checkbox"/>            | Budget Analyst Report                        |
| <input type="checkbox"/> | <input type="checkbox"/>            | Legislative Analyst Report                   |
| <input type="checkbox"/> | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/> | <input type="checkbox"/>            | Introduction Form (for hearings)             |
| <input type="checkbox"/> | <input type="checkbox"/>            | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/>            | MOU  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/> | <input type="checkbox"/>            | Ethics Form 126                              |
| <input type="checkbox"/> | <input type="checkbox"/>            | Subcontract Budget                           |
| <input type="checkbox"/> | <input type="checkbox"/>            | Contract/Agreement                           |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/> | <input type="checkbox"/>            | Application                                  |
| <input type="checkbox"/> | <input type="checkbox"/>            | Public Correspondence                        |

**OTHER**

(Use back side if additional space is needed)

<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

Completed by: Andrea Ausberry Date March 2, 2011

Completed by: \_\_\_\_\_ Date \_\_\_\_\_

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

1 [Accept and Expend Grant - Implementing New Directions in HIV Prevention in San Francisco  
2 - \$26,634]

3  
4 **Resolution authorizing the San Francisco Department of Public Health to retroactively**  
5 **accept and expend a grant from the Public Health Foundation Enterprises, Inc., in the**  
6 **amount of \$26,634 to participate in a program entitled "Implementing New Directions in**  
7 **HIV Prevention in San Francisco: A Comprehensive" for the period of September 30,**  
8 **2010, through September 29, 2011.**

9  
10 WHEREAS, PHFE is the recipient of a grant award from the Centers for Disease  
11 Control and Prevention supporting the Implementing New Directions in HIV Prevention in San  
12 Francisco: A Comprehensive; and,

13 WHEREAS, With a portion of these funds, PHFE has subcontracted with DPH in the  
14 amount of \$26,634 for the period of September 30, 2010 through September 29, 2011; and,

15 WHEREAS, As a condition of receiving the grant funds, PHFE requires the City to  
16 enter into an agreement (the "Agreement"), a copy of which is on file with the Clerk of the  
17 Board of Supervisors in File No. 110252; which is hereby declared to be a part of this  
18 resolution as if set forth fully herein; and,

19 WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH  
20 for one existing position, one Health Educator (Job Class 2822) at .20 FTE, for the period of  
21 September 30, 2010 through September 29, 2011; and,

22 WHEREAS, A request for retroactive approval is being sought because DPH did not  
23 receive notification of the contract until January 21, 2011 for a project start date of September  
24 30, 2010; and,

FILE NO.

RESOLUTION NO.

1 WHEREAS, The budget includes a provision for indirect costs in the amount of \$4,211;  
2 now, therefore, be it


3 RESOLVED, That DPH is hereby authorized to accept and expend a grant retroactively  
4 in the amount of \$26,634 from PHFE; and, be it

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

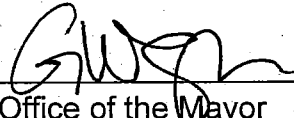
8 FURTHER RESOLVED, That the Director of Health is authorized to enter into the  
9 agreement on behalf of the City.

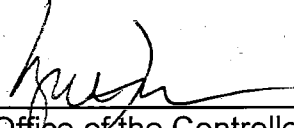
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RECOMMENDED:

  
\_\_\_\_\_  
Barbara Garcia, MPA  
Director of Health

APPROVED:

  
\_\_\_\_\_  
Office of the Mayor

  
\_\_\_\_\_  
Office of the Controller



Edwin Lee  
Mayor

Barbara Garcia, MPA  
Director of Health

**TO:** Angela Calvillo, Clerk of the Board of Supervisors  
**FROM:** Barbara Garcia, MPA  
Director of Health  
**DATE:** February 8, 2011  
**SUBJECT:** Grant Accept and Expend  
**GRANT TITLE:** Implementing New Directions in HIV Prevention- \$26,634

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, Office of Quality Management 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: Grant Colfax Telephone: 554-9173
4. Grant Approval Status (check one):  
 Approved by funding agency  Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$26,634
- 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: 09/30/2010 End-Date: 09/29/2011
- 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?  Yes  No  
b1. If yes, how much? \$4,211  
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, 2010. The Department received the subcontract agreement on January 21, 2011.

Grant Code is: HCAO40/11

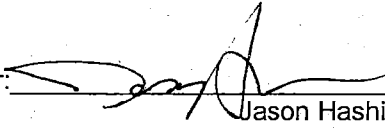
**\*\*Disability Access Checklist\*\***

13. This Grant is intended for activities at (check all that apply):


- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s)      | <input type="checkbox"/> Existing Program(s) or Service(s)       |
| <input type="checkbox"/> Rehabilitated Site(s)       | <input type="checkbox"/> Rehabilitated Structure(s) | <input checked="" type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s)                 | <input type="checkbox"/> 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: 2/8/11

Department Approval:  \_\_\_\_\_  
Barbara Garcia, MPA  
(Signature) Director of Public Health

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH  
AIDS Office  
HIV Prevention Section  
Implementing New Directives in HIV Prevention in San Francisco  
9/30/10 - 9/29/11

Dept/ Div: HPH-03  
Fund Group: 2S/CHS/GNC  
Index Code: HCHPDHIVSVGR  
Grant Code:  
Grant Detail: 1100

CATEGORY/LINE ITEM	Annual Salary	28.00% Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget
<b>A.B PERSONNEL</b>										
1. Health Educator 2822 5 D. Geckeler	84,084	23,544	107,628	20.85%	0.2083	7,007	12	17,518	4,905	22,423
2. COLA 4%									0	0
3. STEP 5%								0	0	0
<b>TOTAL PERSONNEL:</b>	<b>84,084</b>	<b>23,544</b>	<b>107,628</b>		<b>0.21</b>			<b>17,518</b>	<b>4,905</b>	<b>22,423</b>

00101 SALARIES:  
00103 MANDATORY FRINGE:  
TOTAL PERSONNEL:

<b>C. TRAVEL</b>										
1. Local Travel (02301)										0
2. Out-of-jurisdiction Travel(02101)										0
<b>Sub Total TRAVEL</b>										0
<b>D. EQUIPMENT</b>										
1. Equipment (06061)										0
<b>Sub Total EQUIPMENT</b>										0
<b>E. MATERIALS AND SUPPLIES</b>										
1. Office supplies (04951)										0
<b>Sub Total SUPPLIES</b>										0
<b>F. CONTRACTUAL SERVICES (02789)</b>										
1. PHFE										0
<b>Sub Total CONTRACTS</b>										0
<b>G. OTHER</b>										
1. Rent support/mtg fac (081RR)										0
2. Telephone/Com (081ET)										0
3. IRB fees (02899)										0
4. Courier/Delivery Service (03521)										0
5. Print/Slide Production - Outside (03552)										0
<b>Sub Total OTHER</b>										0
<b>TOTAL DIRECT COST</b>										<b>22,423</b>

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, 2010 – September 29, 2011)

<b>A.</b>	<b>PERSONNEL</b>	
<b>B.</b>	<b>MANDATORY FRINGE</b>	
1.	0.2083 2822 – Health Educator: Dara Geckeler	
	Twelve Month Salary	\$17,518
	Mandatory Fringe Benefits (@ 28%) = \$4,905	\$22,423
	To oversee the development of the Enhanced Comprehensive HIV Prevention Plan, ensure to complement the goals outlined in the expanded testing program.	
	Total Salaries	\$17,518
	Total Fringe	\$4,905
	<b>TOTAL PERSONNEL:</b>	<b>\$22,423</b>
<b>C.</b>	<b>TRAVEL</b>	<b>\$0</b>
<b>D.</b>	<b>EQUIPMENT</b>	<b>\$0</b>
<b>E.</b>	<b>SUPPLIES</b>	<b>\$0</b>
<b>F.</b>	<b>CONTRACTUAL</b>	<b>\$0</b>
<b>G.</b>	<b>OTHER</b>	<b>\$0</b>
	<b>TOTAL DIRECT COSTS</b>	<b>\$22,423</b>
<b>H.</b>	<b>INDIRECT COSTS (24.84% of total salaries)</b>	<b>\$4,211</b>
	<b>TOTAL BUDGET:</b>	<b>\$26,634</b>





PUBLIC HEALTH  
FOUNDATION ENTERPRISES  
A 501 (c)(3) Not-for-Profit Corporation

11801 Crossroads Parkway South, Suite 200 ■ City of Industry, CA 91746 ■ 800 201 7326 Fax 562 699 8856 ■ [www.phfe.org](http://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 PS003275-01)**

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SUBCONTRACT AGREEMENT

SECTION 1. PARTIES TO THE AGREEMENT

1.1 THIS AGREEMENT IS ENTERED INTO THIS \_\_\_\_ DAY OF JANUARY, 2011, 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 41 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 January, 2011.

For the City and County of  
San Francisco

Signature

Marc Trotz, Interim Director of  
Community Programs  
(Print) Name/Title

Date

1/24/11

For PHFE

Signature

Mark J. Bertler, CAE, CEO  
(Print) Name/Title

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:

Marc Trotz  
Interim 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

Grant Nash Colfax, MD  
Principal Investigator  
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, 2010. 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 \$26,634 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 #2369.001 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:** 1U65PS003275-01

**Principal Investigator(s):**  
GRANT NASH COLFAX, MD

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

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

**Award e-mailed to:** svacko@phfe.org

**Budget Period:** 09/30/2010 – 09/29/2011

**Project Period:** 09/30/2010 – 09/29/2011

Dear Business Official:

The Centers for Disease Control and Prevention hereby awards a grant in the amount of \$887,968 (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,

Roslyn Curington  
Grants Management Officer  
Centers for Disease Control and Prevention

Additional information follows

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**SECTION I – AWARD DATA – 1U65PS003275-01****Award Calculation (U.S. Dollars)**

Salaries and Wages	\$480,949
Fringe Benefits	\$118,458
Personnel Costs (Subtotal)	\$599,407
Other Costs	\$288,561

Federal Direct Costs	\$887,968
Approved Budget	\$887,968
Federal Share	\$887,968
<b>TOTAL FEDERAL AWARD AMOUNT</b>	<b>\$887,968</b>

<b>AMOUNT OF THIS ACTION (FEDERAL SHARE)</b>	<b>\$887,968</b>
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**Fiscal Information:**

CFDA Number:	93.523
EIN:	1952557063A1
Document Number:	003275HT10

IC	CAN	2010
PS	939ZDFA	\$887,968

SUMMARY TOTALS FOR ALL YEARS		
YR	THIS AWARD	CUMULATIVE TOTALS
1	\$887,968	\$887,968

**CDC Administrative Data:****PCC: / OC: 4151 / Processed: CURINGTONR 09/24/2010**

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**SECTION II – PAYMENT/HOTLINE INFORMATION – 1U65PS003275-01**

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 [hstips@oig.hhs.gov](mailto:hstips@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.

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**SECTION III – TERMS AND CONDITIONS – 1U65PS003275-01**

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:

- The grant program legislation and program regulation cited in this Notice of Award.
- The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:**  
Additional Costs

**SECTION IV – PS Special Terms and Conditions – 1U65PS003275-01.**

FUNDING OPPORTUNITY ANOUNCEMENT (FOA) NUMBER: PS10-10181  
AWARD NUMBER: 1 U65 PS003275-01  
APPROVAL LIST NUMBER: C0164R10

**ADDITIONAL TERMS AND CONDITIONS OF THIS AWARD**

NOTE 1: INCORPORATION. Funding Opportunity Announcement Number (FOA) PS10-10181 titled, Enhanced Comprehensive HIV Prevention Planning and Implementation for Metropolitan Statistical Areas Most Affected by HIV/AIDS as amended, additional requirements and, the application dated September 2, 2010 are made a part of this award by reference.

NOTE 2: APPROVED FUNDING: Funding in the amount of \$887,968 is approved for the Year 01 budget period, which is September 30, 2010, through September 29, 2011.

NOTE 3a: REVISED BUDGET SPECIAL CONDITION: By October 30, 2010 the grantee must submit a revised budget with narrative justification and work plan. Failure to submit the required information in a timely manner may adversely effect the future funding of this project. If the information cannot be provided by the due date, you must submit a letter explaining the reason and state the date by which the Grants Officer will receive the information.

NOTE 3b: BUDGET DISCUSSIONS: CDC will conduct budget calls the week of October 4 through 8, 2010. Please ensure the Principal Investigator/Project Director, Fiscal Director are available this week.

**NOTE 4: REPORTING REQUIREMENTS**

a.) Final Financial Status Report (FSR, SF 269 or SF 269A), The FSR for this budget period is due to the Grants Management Specialist by December 30, 2011. Reporting timeframe is September 30, 2010 through September 29, 2011. The FSR should only include those funds authorized and disbursed 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, and an amount of unliquidated obligations should be annotated to reflect unpaid expenses. 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> (short form) or <http://www.whitehouse.gov/omb/grants/sf269.pdf> (long form).

Failure to submit the required information in a timely manner may adversely effect the future funding of this project. If the information cannot be provided by the due date, you must submit a letter explaining the reason and state the date by which the Grants Officer will receive the information.

The finalized FSR must be submitted within 12 months of the due date. FSRs should not be handwritten or typed on a typewriter.

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

ii. The Final Progress Report (APR) will be due 90 days after the end of the budget period, December 30, 2011. Final APR programmatic guidance will be provided at a later date. Reporting timeframe is September 30, 2010 through September 29, 2011.

NOTE 5: HIV PROGRAM REVIEW PANEL REQUIREMENT.. All written materials, audiovisual materials, pictorials, questionnaires, survey instruments, websites, educational curricula and other relevant program materials have to 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 Specialist.

NOTE 6: CORRESPONDENCE. ALL correspondence (including emails and faxes) regarding this award must be dated and, identified with the AWARD NUMBER.

NOTE 7: PRIOR APPROVAL. All requests, that 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. 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. Refer to the HHS Grants Policy Statement, <http://www.hhs.gov/grantsnet/adminis/gpd/>

NOTE 8: INVENTIONS. Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR 401.14.

NOTE 9: PUBLICATIONS. Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, such as,

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 10: 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 11: CONFERENCE DISCLAIMER AND USE OF LOGOS.

Disclaimer. Where a conference is funded by a grant or cooperative agreement, a subgrant 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 cooperative agreement award number above from the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does 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 source of the conference or give the false appearance of Government endorsement. A non-federal entity unauthorized use of the HHS name or logo is governed by U.S.C. 1320b-10, which prohibits the misuse of the HHS name and emblem in written communication. The appropriate use of the HHS logo is subject to the 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, 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 the use of the logo in sufficient detail to assure a complete depiction and disclosure of all uses of the Government logos, and to assure that in all cases of the use of Government logos, the written consent of either the Project Officer or the Grants Management Officer has been received.

NOTE 12: 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 policy.

The grantee may use its own property management standards and procedures provided it observes the provisions of the following sections in the Office of Management and Budget (OMB) Circular A-110 and 45 CFR Part 92:

i. Office of Management and Budget (OMB) Circular A-110, Sections 31 through 37 provides the uniform administrative requirements for grants and agreements with institutions of higher education, hospitals, and other non-profit organizations  
<http://www.whitehouse.gov/omb/circulars/a110/a110.html>

ii. 45 CFR Parts 92.31 and 92.32 provides the uniform administrative requirements for grants and cooperative agreements to state, local and tribal governments.  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_03/45cfr92\\_03.html](http://www.access.gpo.gov/nara/cfr/waisidx_03/45cfr92_03.html)

NOTE 13: 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 term and condition, go to  
[http://www.cdc.gov/od/pgo/funding/grants/Award\\_Term\\_and\\_Condition\\_for\\_Trafficking\\_in\\_Persons.shtm](http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_for_Trafficking_in_Persons.shtm)

NOTE 14: 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 15: PAYMENT INFORMATION:

Automatic Drawdown:

PAYMENT INFORMATION: Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). The Division of Payment Management, Program Support Center, administers PMS, HHS administers 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

Fax Numbers:

University and Non-Profit Payment Branch (301) 443-2672

Governmental and Tribal Payment Branch (301) 443-2569

Cross Servicing Payment Branch: (301) 443-0377

General Fax: (301) 443-8362

Email [PMSSupport@psc.gov](mailto:PMSSupport@psc.gov)

Website: [http://www.dpm.psc.gov/grant\\_recipient/shortcuts/shortcuts.aspx?explorer.event=true](http://www.dpm.psc.gov/grant_recipient/shortcuts/shortcuts.aspx?explorer.event=true)

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:

Division of Payment Management  
FMS/PSC/HHS  
Rockwall Building #1, Suite 700  
11400 Rockville Pike  
Rockville, MD 20852

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



NOTE 16: 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 the President's Budget and Congressional intent.

NOTE 17: 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 auditors 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: gov.fac@census.gov

The grantee is to ensure that the sub-recipients receiving CDC funds also meet these requirements (if total Federal grant or grant 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 grantees 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-recipients records and financial statements. The grantee should include this requirement in all sub-recipient contracts.

NOTE 18: CDC CONTACT NAMES

Business and Grants Policy Contact

Patricia French, Grants Management Specialist  
Centers for Disease Control, PGO, Branch I  
2920 Brandywine Road, Mail Stop E-15  
Atlanta, GA 30341-4146  
Telephone: (770) 488-2849  
Fax: (770) 488-2868  
Email: pff6@cdc.gov

Programmatic and Technical Contact

Stephen Flores, Project Officer  
Centers for Disease Control and Prevention  
Division of HIV/AIDS Prevention  
Prevention Program Branch  
8 Corporate Blvd, Mail Stop  
Atlanta, GA 30329  
Telephone: 404-639-1910  
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



ATTACHMENT II

PERSONNEL AND SCOPE OF WORK

**Principal Investigator: Colfax, G., MD**

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 Dr. Colfax and will work closely with him on this project.

ATTACHMENT III

BUDGET ON NEXT PAGE

Principal Investigator/Program Director (Last, First, Middle):

Colfax, Grant, N.

DETAILED BUDGET FOR INITIAL BUDGET PERIOD DIRECT COSTS ONLY (UCSF)						FROM 09/30/2010	THROUGH 09/29/2011	
PERSONNEL (Applicant organization only)		Months Devoted to Project			INST. BASE SALARY	DOLLAR AMOUNT REQUESTED (omit cents)		
NAME	ROLE ON PROJECT	Cal. Mnths	Acad. Mnths	Sum. Mnths		SALARY REQUESTED	FRINGE BENEFITS	TOTAL
Geckeler, Dara	Director of Grants Coordination	2.5			\$84,084	\$17,518	\$4,905	\$22,423
<b>SUBTOTALS</b> →						<b>\$17,518</b>	<b>\$4,905</b>	<b>\$22,423</b>
CONSULTANT COSTS								N/A
EQUIPMENT (Itemize)								N/A
SUPPLIES (Itemize by category)								N/A
TRAVEL								N/A
PATIENT CARE COSTS		INPATIENT						N/A
		OUTPATIENT						N/A
ALTERATIONS AND RENOVATIONS (Itemize by category)								N/A
OTHER EXPENSES (Itemize by category)								N/A
CONSORTIUM/CONTRACTUAL COSTS					DIRECT COSTS			
<b>SUBTOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD (Item 7a, Face Page)</b>								<b>\$ 22,423</b>
CONSORTIUM/CONTRACTUAL COSTS					FACILITIES AND ADMINISTRATIVE COSTS (24.04% MTDC)			4,211
<b>TOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD</b>								<b>\$ 26,634</b>

## INTRODUCTION FORM

By a member of the Board of Supervisors or the Mayor

Time Stamp or  
Meeting Date

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I hereby submit the following item for introduction:

- 1. For reference to Committee:  
An ordinance, resolution, motion, or charter amendment.
- 2. Request for next printed agenda without reference to Committee
- 3. Request for Committee hearing on a subject matter.
- 4. Request for letter beginning "Supervisor \_\_\_\_\_ inquires..."
- 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:

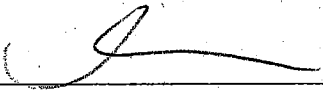
- |   |  |
|---|--|
| <input type="checkbox"/> Small Business Commission      | <input type="checkbox"/> Youth Commission    |
| <input type="checkbox"/> Ethics Commission              | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Building Inspection Commission |  |

**Note: For the Imperative Agenda (a resolution not on the printed agenda), use a different form.]**

**Sponsor(s): Supervisor Carmen Chu**

**SUBJECT: Grant accept and expend for \$26,634 to DPH for implementing New Directions in HIV Prevention in San Francisco**

The text is listed below or attached:

Signature of Sponsoring Supervisor: \_\_\_\_\_  


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**For Clerk's Use Only:**