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Committee Item	No.
Board Item No.	30

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Board of Supervisors Meeting	Date <u>March 8, 2011</u>
Cmte Board	eport It Report In Report If Report If (for hearings) It is a continuation of the cont
OTHER (Use back side if a	idditional space is needed)
Completed by: Andrea Ausberry Completed by:	Date March 2, 2011 Date

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

[Accept and Expend Grant - Program Collaboration and Service Integration - \$72,962]

Resolution authorizing the Department of Public Health to retroactively accept and expend a grant from the Public Health Foundation Enterprises, Inc., in the amount of \$72,962 to participate in a program entitled "Addressing Syndemics through Program Collaboration and Service Integration" for the period of September 30, 2010, through September 29, 2011.

WHEREAS, PHFE is the recipient of a grant award from the Centers for Disease Control and Prevention supporting the Addressing Syndemics through Program Collaboration and Service Integration; and,

WHEREAS, With a portion of these funds, PHFE has subcontracted with DPH in the amount of \$72,962 for the period of September 30, 2010 through September 29, 2011; and,

WHEREAS, As a condition of receiving the grant funds, PHFE requires the City to enter into an agreement (the "Agreement"), a copy of which is on file with the Clerk of the Board of Supervisors in File No. 110251; which is hereby declared to be a part of this resolution as if set forth fully herein; and,

WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH for one existing position, one Epidemiologist II (Job Class 2803) at .50 FTE, for the period of September 30, 2010 through September 29, 2011; and,

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

WHEREAS, The budget includes a provision for indirect costs in the amount of \$11,796; now, therefore, be it

FILE NO.

RESOLUTION NO.

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WHEREAS, The budget includes a provision for indirect costs in the amount of \$11,796; now, therefore, be it

RESOLVED, That DPH is hereby authorized to accept and expend a grant retroactively in the amount of \$72,962 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:

APPROVED:

Barbara Garcia, MPA Director of Health Office of the Mayer

Office of the Controller

City and County of San Francisco

Department of Public Health



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:	Addressing Syndemics through Program Collaboration and Service Integration - \$72,962
Attached please fi	ind the original and 4 copies of each of the following:
	ant resolution, original signed by Department
	nation form, including disability checklist -
Budget and	Budget Justification
in the projec	ation: Not Applicable. No application submitted. Asked to participat t. Award Letter
Other (Expla	ıin):
Special Timeline R	equirements:
Departmental rep	presentative to receive a copy of the adopted resolution:
Name: Richelle-Ly	ynn Mojica Phone: 255-3555
	dress: Dept. of Public Health, Office of Quality Management for ams, 1380 Howard St.
Certified copy requ	uired Yes ☐ No ⊠
and the second s	

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 unds.
The following describes the grant referred to in the accompanying resolution:
. Grant Title: Addressing Syndemics through Program Collaboration and Service Integration
2. Department: Department of Public Health HIV Prevention Section
3. Contact Person: Grant Colfax Telephone: 554-9173
l. Grant Approval Status (check one):
[X] Approved by funding agency
5. Amount of Grant Funding Approved or Applied for: \$72,962
Sa. 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
3. Proposed Grant Project Summary: To develop and maintain relational databases for Program Collaboration and Service Integration (PCSI).
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: 09/30/2010
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? \$11,796 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:

503

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: HCAO41/11

Disability Access Checklist*		
13. This Grant is intended for activities at (check all that apply):		
[X] Existing Site(s) [] Rehabilitated Site(s) [] New Site(s) [] New Structure(s) [] New Structure(s)	[] Existing Program(s) or Service(s) [X] New Program(s) or Service(s)	
14. The Departmental ADA Coordinator and/or the Mayor's Office that the project as proposed will be in compliance with the Ameri local access laws and regulations and will allow the full inclusion hardship exceptions, as described in the comments section:	cans with Disabilities Act and all other Fe	ederal, State and
Comments:	Λ	
Departmental or Mayor's Office of Disability Reviewer:	200/N	
1 2	Jason Hashimoto	
Date Reviewed: 2 6/6		
Department Approval:		
Barbara Garcia, MPA (Signature)	Director of Public Healt	h

504

61,166

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					SANFRA	INCISCO DEP	PARTMENT OF AIDS Office	SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH AIDS Office	Ĕ.		•	,	
Dept / Dlv: Fund Group:	HPH-03 2S/CHS/GNC		Addressing Syn	demics throu	HIV Prevention Section Addressing Syndemics through Program Collaboration and Service Integration	HIV Pre laboration and	HIV Prevention Section ion and Service Integral	ion gration	•			بنر	
Index Code: Grant Code: Grant Detail:	HCHPDHIVSVGR HCAO41 1100			•		16/6	9/30/10 - 9/29/11				, ·		
CATEGORY/LINE ITEM	E ITEM		Annual Salary	28.80% Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	
A.B PERSONNEL												•	
1. Epidemiologist II 2803 5 P	logist il 5 P. Lee Chu		92,222	26,560	118,782	51.50%	0.5150	7,685	52	47,489	13,677	61,168	
2. COLA 4%			•									0	
3, STEP 5%		,			-			·		0	0	, O	
		TOTAL PERSONNEL:	92,222	26,560	118,782		0.52	-		47,489	13,677	61,166	

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

00103 MANDATORY FRINGE: TOTAL PERSONNEL:

47,489 13,677 61,166

C. TRAVEL
1. Local Travel (02301)
2. Out-of-Jurisdiction Travel(02101)
Sub Total TRAVEL

Sub Total EQUIPMENT D. EQUIPMENT 1. Equipment (06061)

E. MATERIALS AND SUPPLIES 1. Office supplies (04951)

F. CONTRACTUAL SERVICES (02789) 1. PHFE

Sub Total SUPPLIES

Sub Total CONTRACTS

Rent support/mtg fac (081RR)
 Telephone/Com (081ET)

3. IRB fees (02699)

4. Courler/Delivery Service (03521)
5. Print/Silde Production - Outside (03552)
Sub TOTAL OTHER

TOTAL DIRECT COST

Page 2 of 2

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SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH AIDS Office HIV Prevention Section Addressing Syndemics through Program Collaboration and Service Integration 9/30/10 - 9/29/11

HPH-03 2S/CHS/GNC · HCHPDHIVSVGR HCAO41 Dept / Div: Fund Group: Index Code: Grant Code: Grant Detall:

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		28.80%								
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			28.80%			,					
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	DIRECT COSTS	•••		÷	I			•			
±,	INDIRECT COST (24.84% of Total Salaries)								•		11,796
		`					•				

SURPLUS/(DEFICIT)

AWARD

TOTAL BUDGET

72,962 9

72,962

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

Addressing Syndemics through Program Collaboration and Service Integration

BUDGET JUSTIFICATION

(September 30, 2010 – September 29, 2011)

A.	PERSONNEL

B. MANDATORY FRINGE

1. 0.5150 2803 – Epidemiologist II: Priscilla Lee Chu
Twelve Month Salary \$47,489
Mandatory Fringe Benefits (@ 28.80%) = \$13,677 \$61,166

To manage, develop and maintain relational databases for this project. To serve as an epidemiological and statistical consultant to the PCSI (Program Collaboration and Service Integration) steering Committee.

тот	Total Salaries Total Fringe AL PERSONNEL:	\$47,489 \$13,677 \$61,166
C .	TRAVEL	\$0
D.	EQUIPMENT	\$0
E.	SUPPLIES	\$0
F.	CONTRACTUAL	\$0
G.	OTHER	\$0
	TOTAL DIRECT COSTS	\$61,166
н.	INDIRECT COSTS (24.84% of total salaries)	\$11,796
	TOTAL BUDGET:	\$72,962



1280) Christoada Parkatay South, Suite 200 👚 City of Industry, CA 91746 💻

800.201,7320 Fax 562.699.8856

SUBCONTRACT BETWEEN

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

PROJECT TO SUPPORT THE SAN FRANCISCO CITY AND COUNTY DEPARTMENT OF PUBLIC HEALTH AIDS OFFICE IN THE PROJECT

ADDRESSING SYNDEMICS THROUGH PROGRAM COLLABORATION AND SERVICE INTEGRATION (GRANT 1U38PS003170-01)

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1	PARTIES TO THE	CACKEENEN

- 2. RECITALS
- 3. INCORPORATION BY REFERENCE
- 4. PROJECT RESPONSIBILITIES
- 5. SERVICES
- 6. TERM
- 7. CONTRACT SUM
- 8. INVOICES AND PAYMENTS
- 9. CHANGES AND AMENDMENTS
- 10. NOTICES
- 11. ASSIGNMENT
- 12. INDEPENDENT CONTRACTOR STATUS
- 13. INDEMNIFICATION
- 14. COMPLIANCE WITH LAWS
- 15. RECORD RETENTION AND INSPECTION
- 16. NONDISCRIMINATION
- 17. COVENANT AGAINST CONTINGENT FEES
- 18. PROPRIETARY RIGHTS
- 19. EMERGENCY CONDITIONS, WORK ACTIONS, ACCIDENTS
 - 20. CONFLICT OF INTEREST/CONTRACTS PROHIBITED

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21. WAIVER

22. TERMINATION FOR NON APPROPRIATION

23. AUTHORIZATION WARRANTY

ATTACHMENT I: NOTICE OF GRANT AWARD

ATTACHMENT II: SCOPE OF WORK

ATTACHMENT III: BUDGET

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-PROPIT CORPORATION LICENSED TO DO BUSINESS IN THE STATE OF CALIFORNIA, AND THE CITY AND COUNTY OF SAN FRANCISCO (CCSF) FOR THE SERVICES OF GRANT COLFAX, M.D., PRINCIPAL INVESTIGATOR, AND SUPPORTING STAFF ON THE CCSF FACULTY TO CONDUCT RESEARCH ADDRESING SYNDEMICS THROUGH PROGRAM COLLABORATION AND SERVICE INTEGRATION 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 Centers for Disease Control and Prevention to participate in a program to expand systems and capacity to monitor disease trends 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 Centers for Disease Control and Prevention (CDC) the option to subcontract services and acquisitions for the benefit of the Evaluation; and

WHEREAS, Dr. Grant Colfax has substantial experience in HIV prevention and research in support of the San Francisco City And County Department Of Health Services in the conduct of implementation of a syndemic approach to the prevention of HIV/AIDS, viral hepatitis, STDS and TB in San Francisco, and

WHEREAS, the work of Dr. Grant Colfax will further knowledge and advance medical science associated with the control of AIDS; and

WHEREAS, Dr. Grant Colfax has the experience and reputation as qualified expert in AIDS research and a full knowledge of the authorities and requirements of the CDC; and

WHEREAS, it has been determined by PHFE and CDC that the application of the expertise and experience of Dr. Grant Colfax is in the best interests of the objectives of the AIDS Office operated by the San Francisco City and County Department of Health Services,

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 Centers for Disease Control and 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 Centers for Disease Control and Prevention, that the foregoing was resolved and adopted.

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 Colfax, M.D. 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 from September 30, 2010 to September 29, 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 \$72,962 which sum is authorized for the payment of items and services specified in Attachment III to this Agreement, "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 No. 2366.001.001 on all related invoices and correspondence.

- 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.

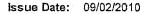
ATTACHMENT I

NOTICE OF GRANT AWARD

Notice of Award



COOPERATIVE AGREEMENTS Department of Health and Human Services Centers for Disease Control and Prevention NATIONAL CENTER FOR HIV, VIRAL HEPATITIS, STDS AND TB PREVENTION





Grant Number: 1U38PS003170-01-

Principal Investigator(s): GRANT NASH COLFAX, MD

Project Title: Addressing Syndemics through Program Collaboration and Service Integration

Victor Aréchiga Public Health Foundation Enterprises, Inc. Contract Manager 12801 Crossraods Parkway 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 - 09/29/2013

Dear Business Official:

The Centers for Disease Control and Prevention hereby awards a grant in the amount of \$326,640 (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 301(A)AND317(K)(2)PHS42USC241(A)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

Sincerely yours,

Roslyn Curington Grants Management Officer Centers for Disease Control and Prevention

Additional information follows

SECTION I - AWARD DATA - 1U38PS003170-01

Award Calculation (U.S. Dollars) Salaries and Wages Fringe Benefits Personnel Costs (Subtotal) Supplies Travel Costs Other Costs Consortium/Contractual Cost			\$76,080 \$17,964 \$94,044 \$3,000 \$2,240 \$3,933 \$211,166
Federal Direct Costs Federal F&A Costs Approved Budget Federal Share TOTAL FEDERAL AWARD AMOUN			\$314,383 \$12,257 \$326,640 \$326,640 \$326,640
AMOUNT OF THIS ACTION (FEDER	RAL SHARE)		\$326,640

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

02 \$326,640 03 \$326,640

Fiscal Information:

CFDA Number:

93.940

EIN:

1952557063A1

Document Number:

UPS003170A

IC	CAN	2010	2011	2012
PS	9391118	\$326,640	\$326,640	\$326,640

	SUMMARY TOTALS FOR	ALL YEARS
YR	THIS AWARD	CUMULATIVE TOTALS
1	\$326,640	\$326,640
2	\$326,640	\$326,640
3	\$326,640	\$326,640

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

CDC Administrative Data:

PCC: / OC: 4151 / Processed: CURINGTONR 09/02/2010

SECTION II - PAYMENT/HOTLINE INFORMATION - 1U38PS003170-01

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 - 1U38PS003170-01

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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.

Treatment of Program Income:

Additional Costs

SECTION IV - PS Special Terms and Conditions - 1U38PS003170-01

Funding Opportunity Announcement Number (FOA): PS10-10175

Award Number: U38/PS003170-01 Approval List Number: CO-136-R10

ADDITIONAL TERMS AND CONDITIONS OF THIS AWARD

Note 1: INCORPORATION. Funding Opportunity Announcement Number: PS10-10175 titled, Addressing Syndemics through Program Collaboration and Service Integration (PCSI), and the application dated June 17, 2010 are made a part of this 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. A response to the Recommendations and Weaknesses within the Summary Statement must be submitted electronically as a PDF to the CDC Technical Review Mailbox, TRPGO@CDC.GOV no later than October 30, 2010. The Response to Summary Statement must include a signed (by the Principal Investigator and Business Official) cover letter with the referenced Funding Opportunity Announcement Number, PS10-10175, and the award PS003170-01. Failure to submit the Response to the Summary Statement could result in enforcement actions, including withholding of funds or termination.

Note 3: APPROVED FUNDING: Funding in the amount of \$ 326,640 is approved for the Year 01 budget period, which is September 30, 2010 through September 29, 2011. All funding for future years will be based on satisfactory programmatic progress and the availability of funds.

Note 4: INDIRECT COSTS. Indirect costs are approved based on the Indirect Cost Rate Extension letter dated January 14, 2010 which calculates indirect costs as follows: Provisional rate is approved at 8.0% of the base for all locations applicable to all programs. The base includes: Total direct costs including consulting costs but excluding capital expenditures (buildings, individual item 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 07/01/09 through 06/30/2011.

Note 5: REPORTING REQUIREMENTS

a.) Annual 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)

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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.

b.) Progress Reporting.

ANNUAL 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, 2010 through March 30, 2011. 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 30, 2011. APR programmatic guidance will be provided at a later date. Reporting timeframe is September 30, 2010 through September 29, 2011.

Note 6: 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 7: CORRESPONDENCE. ALL correspondence (including emails and faxes) regarding this award must be dated and, identified with the AWARD NUMBER.

Note 8: 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 9: INVENTIONS. Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR 401.14.

Note 10: 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 11: 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 12: 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

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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, contracts 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 13: 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
- Note 14: 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

Note 15: 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 16: PAYMENT INFORMATION:

Automatic Drawdown:

11

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:

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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

Website: 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.

For more information and to obtain your agency point of contact at the Payment Management System, visit the following website, http://www.dpm.psc.gov/contacts/dpm/dpm.aspx?cms_branchevent=/contacts/dpm/univ_nonprofit/univ_nonprofit.object

Note 17: 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 18: 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: govs.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 19: CDC CONTACT NAMES

Business and Grants Policy Contact

Page 6 of 7

Arthur C. Lusby, Grants Management Specialist Centers for Disease Control and Prevention, Acquisition and Assistance Branch 1 Procurement and Grants Office (PGO) 2920 Brandywine Road, Mail Stop E-15 Atlanta, GA 30341-4146

Telephone: (770) 488-2865 Fax: (770) 488-2868 Email: CMX3@cdc.gov

Programmatic and Technical Contact

Susan Arrowsmith, Program Consultant Centers for Disease Control and Prevention DSTD Prevention/Program Development and Support Branch National Center for HIV, STD, TB Prevention (NCHHSTP) 1600 Clifton Road, NE, Mailstop E-27

Telephone: (404) 639-8495 Fax: (404) 639-8340 Email: SLA2@cdc.gov

STAFF CONTACTS

Grants Management Specialist: Arthur Lusby Centers for Disease Control and Prevention (CDC) Procurment and Grants Office 2920 Brandywine Road, MS E-15 Atlanta, GA 30341

Email: alusby@cdc.gov Phone: (770) 488-2865 Fax: 770-488-2868

Grants Management Officer: Roslyn Curington Centers for Disease Control and Prevention OD/OCOO/PGO/AABI Koger Center, Colgate Builder 2920 Brandywine Road, Mailstop E15 Atlanta, GA 30341

Email: rcurington@cdc.gov Phone: (770) 488-2832 Fax: 770-488-2868

SPREADSHEET SUMMARY

GRANT NUMBER: 1U38PS003170-01

INSTITUTION: PUBLIC HEALTH FOUNDATION ENTERPRISES

Budget	Year 1	Year 2	Year 3
Salaries and Wages	\$76,080		
Fringe Benefits	\$17,964		
Personnel Costs (Subtotal)	\$94,044		
Supplies	\$3,000		
Travel Costs	\$2,240		
Other Costs	\$3,933		
Consortium/Contractual Cost	\$211,166		
TOTAL FEDERAL DC	\$314,383	\$314,383	\$314,383
TOTAL FEDERAL F&A	\$12,257	\$12,257	\$12,257
TOTAL COST	\$326,640	\$326,640	\$326,640

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ATTACHMENT II - SCOPE OF WORK

ADDRESSING SYNDEMICS THROUGH PROGRAM COLLABORATION AND SERVICE INTEGRATION

San Francisco Department of Public Health

September 30, 2010 to September 29, 2011

PRINCIPAL INVESTIGATOR-Colfax, Grant, MD

PCSI Data Analyst

Dr. Chu will manage, develop and maintain relational databases for PCSI. She is currently responsible for analyzing HIV/AIDS surveillance data, preparing technical and scientific reports, responding to surveillance data request, developing computer programs and procedures for conducting matches with other databases or registries, processing electronic laboratory reports, and developing methods to evaluate the HIV and the AIDS surveillance systems. She is responsible for generating the unmet need estimates for medical care among persons living with HIV/AIDS in SF. She will serve as an epidemiological and statistical consultant to the PCSI steering Committee. Dr. Chu will be housed in the HIV Epidemiology Section (HES), and will be supervised by Susan Scheer, PhD, Director of HES. Dr. Chu will work closely with the PCSI Manager and Dr. Scheer will be a member of the PCSI Steering Committee.

ATTACHMENT III: BUDGET

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

Colfax, Grant, N.

DETAILED BUDGET FOR INITIAL BUDGET PERIOD DIRECT COSTS ONLY (UCSF)			1.		нгоидн 9/29/2011			
PERSONNEL (Applicant organization only) Mo		Months	lonths Devoted to Project			DOLLAR AMO	UNT REQUEST	ED (omit cents)
NAME	ROLE ON PROJECT	Cal. Mnths	Acad. Mnths	Sum. Mnths	INST.BASE SALARY	SALARY REQUESTED	FRINGE BENEFITS	TOTAL
Chu, Priscilla Lee	PCSI Data Analyst	6			94,978	\$47,489	\$13,677	\$61,166
		(;	
	SUBTOTALS			······································	→	\$47,489	\$13,677	\$61,166
CONSULTANT COSTS								N/A
EQUIPMENT (Itemize)						. ,		
SUPPLIES (Itemize by cat				· · ·		· · · · · · · · · · · · · · · · · · ·	·	N/A
TRAVEL			• • •					N/A
PATIENT CARE COSTS		· 	<u>.</u>		· · · · · · · · · · · · · · · · · · ·		·	N/A
FATIENT CARE COSTS	INPATIENT OUTPATIENT			<u>-</u>				N/A
	OVATIONS (Itemize by category	ory)					-	N/A N/A
OTHER EXPENSES (Item	ize by category)		•					
		٠						N/A
CONSORTIUM/CONTRACT	TUAL COSTS					DIRECT	r costs	
SUBTOTAL DIRECT	COSTS FOR INITIAL B	UDGET	PERIO	D (Item 7a	i, Face Page)		\$	
CONSORTIUM/CONTRACT	FUAL COSTS	F/	ACILITIES	AND ADN	MINISTRATIVE	COSTS (24.84%		11,796
TOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD S			\$	72,962				
PHS 398 (Rev. 04/06) Page				Form Page 4				

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

By a member of the Board of Supervisors or the Mayor.

2011 MAR - 1 PM 2: 03

Time Stamp or Meeting Date

I hereby submit the following item for introduction:
1. For reference to Committee:
An ordinance, resolution, motion, or charter amendment.
X 2. Request for next printed agenda without reference to Committee
3. Request for Committee hearing on a subject matter.
4. Request for letter beginning "Supervisorinquires".
5. City Attorney request.
6. Call file from Committee.
7. Budget Analyst request (attach written motion).
8. Substitute Legislation File Nos.
9. Request for Closed Session
10. Board to Sit as A Committee of the Whole
Please check the appropriate boxes. The proposed legislation should be forwarded to the
following:
□ Small Business Commission □ Youth Commission
☐ Ethics Commission ☐ Planning Commission
☐ Building Inspection Commission
Note: For the Imperative Agenda (a resolution not on the printed agenda), use a different form.]
Note: For the Imperative Agenda (a resolution not on the printed agenda), use a direction solution
Sponsor(s): Supervisor David Campos
Sponsor(s). Supervisor <u>sevin compre</u>
SUBJECT: Resolution to Accept and expend Federal Pass-through Private grant -
Program Collaboration and Service Integration-\$72,962
1 logiam Conaboration and bervies integration \$723552
The text is listed below or attached:
The text is fisted below of attached.
$\mathcal{N}_{i,\alpha}(0)$
Signature of Sponsoring Supervisor
Signature of Sportsoring Super visor
For Clerk's Use Only:

Revised 4/2/09