

File No. 100402

Committee Item No. \_\_\_\_\_  
Board Item No. 22

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

Board of Supervisors Meeting

Date April 6, 2010

**Cmte Board**

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget Analyst Report
- Legislative Analyst Report
- Youth Commission Report
- Introduction Form (for hearings)
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Award Letter
- Application
- 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: Annette Lonich Date April 1, 2010  
 Completed by: \_\_\_\_\_ Date \_\_\_\_\_

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

**INTRODUCTION FORM**  
By a member of the Board of Supervisors or the Mayor

*McR*  
*3/31/10*

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 "Supervisor \_\_\_\_\_ inquires...".
- \_\_\_\_\_ 5. City Attorney request.
- \_\_\_\_\_ 6. Call file from Committee.
- \_\_\_\_\_ 7. Budget Analyst request (attach written motion).
- \_\_\_\_\_ 8. Substitute Legislation File Nos.

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

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

Sponsor(s): Supervisor Bevan Dufty

**SUBJECT:**

Accept and Expend Grant – China MSM Technical Assistance

The text is listed below or attached:

Signature of Sponsoring Supervisor: *Bevan Dufty*

**For Clerk's Use Only:**

*100402*

1 [Accept and Expend Grant - China MSM Technical Assistance - \$52,803]

2  
3 **Resolution authorizing the San Francisco Department of Public Health to accept and**  
4 **expend retroactively a grant in the amount of \$52,803 from the Public Health**  
5 **Foundation Enterprises, Inc., to assist with a project entitled “China MSM Technical**  
6 **Assistance” for the period of January 1, 2010, through December 31, 2010.**

7  
8 WHEREAS, The Public Health Foundation Enterprise, Inc. is the recipient of a grant  
9 award from the Pangaea Global AIDS Foundation to fund a project entitled “China MSM  
10 Technical Assistance;” and,

11 WHEREAS, Through this grant, the Public Health Foundation Enterprises, Inc. (PHFE)  
12 has agreed to fund DPH in the amount of \$52,803 for the period of January 1, 2010 through  
13 December 31, 2010; and,

14 WHEREAS, As a condition of receiving the grant funds, PHFE requires the City to  
15 enter into an agreement (the “Agreement”), a copy of which is on file with the Clerk of the  
16 Board of Supervisors in File No.100402; which is hereby declared to be a part of this  
17 resolution as if set forth fully herein; and,

18 WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH  
19 for three existing positions, one Senior Physician Specialist (Job Class #2232) at 0.05 FTE,  
20 one Manager I (Job Class #0922) at 0.15 FTE, and one Epidemiologist I (Job Class #2802) at  
21 0.10 FTE, for the period of January 1, 2010 through December 31, 2010; and,

22 WHEREAS, A request for retroactive approval is being sought because the DPH did  
23 not receive the subagreement until March 1, 2010 and,

24 WHEREAS, The grant budget includes a provision for indirect costs in the amount of  
25 \$11,065; now, therefore, be it

1 RESOLVED, That DPH is hereby authorized to accept and expend a grant in the  
2 amount of \$52,803 from PHFE; and, be it

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

6 FURTHER RESOLVED, That the Controller is directed to designate the positions  
7 funded under this agreement as a "G" or grant-funded position which would terminate when  
8 the agreement expires; and, be it

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

11

12 RECOMMENDED:

APPROVED:

13

14 \_\_\_\_\_

\_\_\_\_\_

15 Mitchell Katz, M.D.  
16 Director of Health

Office of the Mayor

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\_\_\_\_\_

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Office of the Controller

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File Number: \_\_\_\_\_  
(Provided by Clerk of Board of Supervisors)

**Grant Information Form**  
(Effective January 2000)

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

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

1. Grant Title: China MSM Technical Assistance
2. Department: Department of Public Health  
AIDS Office  
HIV Epidemiology Section
3. Contact Person: Henry Fisher Raymond Telephone: 554-9093
4. Grant Approval Status (check one):  
 Approved by funding agency  Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$52,803
- 6a. Matching Funds Required: No  
b. Source(s) of matching funds (if applicable): N/A
- 7a. Grant Source Agency: Pangaea Global AIDS Foundation  
b. Grant Pass-Through Agency (if applicable): Public Health Foundation Enterprises, Inc. (PHFE)
8. Proposed Grant Project Summary: The purpose of this project is to enhance behavioral data collection, provide technical assistance on population size estimation, enhance behavioral measures, understand co-factors and correlates of risk, make recommendations for special population studies, enhance existing use of existing data, enhance care and support for men who have sex with men living with HIV/AIDS.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:  
Start-Date: January 1, 2010 End-Date: December 31, 2010
10. Number of new positions created and funded: None. The grant does not require an ASO amendment and partially reimburses the department for three existing positions:  
Senior Physician Specialist, (Job Class# 2232) at 0.05 FTE,  
Manager I, (Job Class #0922) at 0.15 FTE,  
Epidemiologist I, (Job Class# 2802) at 0.10 FTE
11. If new positions are created, explain the disposition of employees once the grant ends? N/A
- 12a. Amount budgeted for contractual services: N/A  
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

13a. Does the budget include indirect costs?  Yes  No

b1. If yes, how much? \$11,065 b2. How was the amount calculated? 26.51% of total salaries

c. If no, why are indirect costs not included? N/A

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain):

14. Any other significant grant requirements or comments:

DPH respectfully requests for approval to accept and expend these funds retroactive to January 1, 2010. The Department received the subcontract agreement on March 1, 2010.

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

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

Existing Site(s)

Existing Structure(s)

Existing Program(s) or Service(s)

Rehabilitated Site(s)

Rehabilitated Structure(s)

New Program(s) or Service(s)


New Site(s)

New Structure(s)

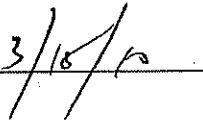
16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: \_\_\_\_\_

  
Jason Hashimoto

Date Reviewed: \_\_\_\_\_



Department Approval: \_\_\_\_\_

  
Mitchell Katz, M.D.

Director of Public Health

San Francisco Department of Public Health (SFPDH)  
AIDS Office  
HIV Epidemiology Section

Pangaea China MSM Technical Assistance

**BUDGET JUSTIFICATION**  
(January 1, 2010- December 31, 2010)

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

1. 0.05 2232 – Sr. Physician Specialist: Willi McFarland  
Annual Salary  $\$186,924 \times 0.05 \text{ FTE} \times 12 \text{ months} = \$9,346$   
Mandatory Fringe Benefits (@ 26.00%) = \$2,430 \$11,776

Dr. McFarland will make periodic trips to provide in person TA to project sites designed to increase the ability of projects sites to successfully conduct RDS studies among MSM. Dr. McFarland will also train and supervise locally hired staff.

2. 0.15 0922 – Manager I: H Fisher Raymond  
Annual Salary  $\$114,784 \times 0.15 \text{ FTE} \times 12 \text{ months} = \$17,218$   
Mandatory Fringe Benefits (@ 26.00%) = \$4,477 \$21,694

Mr. Raymond will provide TA for sampling design, instrument design, data collection, and analysis and use of data for RDS behavioral surveys of MSM. Mr. Raymond will also coordinate study tours of Chinese partners to San Francisco to experience best practice in implementation of RDS studies and surveillance among MSM.

3. 0.10 2802 – Epidemiologist I: Yea Hung Chen  
Annual Salary  $\$65,615 \times 0.10 \text{ FTE} \times 12 \text{ months} = \$6,562$   
Mandatory Fringe Benefits (@ 26.00%) = \$1,706 \$8,268

The Epidemiologist will provide technical assistance for sampling design, instrument design, data collection, and analysis and use of data for RDS behavioral surveys of MSM.

Total Salaries	\$33,125
Total Fringe	\$8,613
<b>TOTAL PERSONNEL:</b>	<b>\$41,738</b>

**C. TRAVEL** **\$0**

**D. EQUIPMENT** **\$0**

**E. SUPPLIES** **\$0**

<b>F.</b>	<b>CONTRACTUAL</b>	<b>\$0</b>
<b>G.</b>	<b>OTHER</b>	<b>\$0</b>
	<b>TOTAL DIRECT COSTS</b>	<b>\$41,738</b>
<b>H.</b>	<b>INDIRECT COSTS (26.51% of total salaries)</b>	<b>\$11,065</b>
	<b>TOTAL BUDGET:</b>	<b>\$52,803</b>





PHFE  
Public Health Foundation Enterprises, Inc.  
A Service Acquisition Corporation

March 1, 2010

TO: Diana Cheung  
San Francisco Department of Public Health

FROM: Victor Arechiga, Contract Manager  
Public Health Foundation Enterprises, Inc.

RE: SUBCONTRACT AGREEMENT BETWEEN PHFE AND THE CITY AND COUNTY OF SAN FRANCISCO  
ON THE CHINA MSM TECHNICAL ASSISTANCE PROJECT

Dear Diane:

Enclosed, please find a fully executed original of the above mentioned subcontract agreement. You may now begin submitting invoices to PHFE for services provided under this agreement.

Please do not hesitate to contact me at 562-222-7878 or [varechiga@phfe.org](mailto:varechiga@phfe.org) with any questions or concerns.

Thank you.

va

enclosure

FEB 23 2010



City of Industry, CA 91746 • City of Industry, CA 91746 • 909.201.7330 • Fax: 909.201.8336 • www.phfe.org

**SUBCONTRACT AGREEMENT BETWEEN  
PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.  
AND  
THE CITY AND COUNTY OF SAN FRANCISCO**

This Subcontract Agreement is made and entered into on the subscribed date by PUBLIC HEALTH FOUNDATION ENTERPRISES, INC., hereinafter referred to as "PHFE" or "Contractor") with its principal office located at 12801 Crossroads Parkway South, Suite 200, City of Industry, CA 91746, and THE CITY AND COUNTY OF SAN FRANCISCO, with its principal office located at 1380 Howard Street, San Francisco, CA 94103, hereinafter be referred to as "Subcontractor".

**1. RECITALS**

PHFE is the prime recipient of an Agreement from Pangaea Global AIDS Foundation that requires the assistance of Subcontractor (Exhibit A).

**2. TERM OF SUBCONTRACT**

This subcontract shall begin January 1, 2010 and end December 31, 2010.

**3. COMPLIANCE – TERMS AND CONDITIONS**

Subcontractor is responsible for contracted services as they pertain to the requirements outlined under original granting agency. Subcontractor agrees to comply with all relevant state and federal statutes and regulations if any, in performing its obligations under this contract. The Subcontractor shall incorporate all terms and conditions of this Agreement in all lower tier subcontracts (if applicable).

**4. SCOPE OF SERVICES**

Subcontractor shall use its best efforts to provide the services set forth in Exhibit B, a copy of which is attached and made a part hereof by reference. Subcontractor shall perform its duties and obligations under this subcontract as an independent contractor and for no purpose shall any of its officers, directors, members, employees, Subcontractors or agents be considered an employee or joint venture of PHFE.

**5. PAYMENT FOR SERVICES**

A. The maximum amount payable shall not exceed \$52,803. See Exhibit C for detailed budget.

- B. Allowability of costs, costs incurred must be within the original contract performance period or covered by pre-contract cost provisions.
- C. Subcontractor's Fiscal Year: Invoices shall be prepared in such a manner that costs claimed can be identified with the contractor's fiscal year.
- D. Designated Billing Office Name and Address Where Invoices Sent

Public Health Foundation Enterprises, Inc.  
12801 Crossroads Parkway South, Suite 200  
City of Industry, CA 91746  
ATTN: Victor Arechiga

#### 6. BILLING OF COSTS:

- A. Cost reimbursement basis, no accruals, costs of a prior billing period, but not previously billed, or costs incurred during the contract period and claimed after the contract period has expired, the amount and month(s) in which such costs were incurred shall be cited. Expenses incurred after contract term date, are unallowable. Subcontractor shall submit its final invoice no later than 30 days after the date of expiration of the term or termination of this subcontract.

#### 7. INVOICING PROCESS

- A. Invoices shall be submitted not more frequently than monthly, in arrears, upon submission of an invoice approved by PHFE, unless otherwise authorized by the contracting officer. All invoices and written correspondence shall refer to PHFE Project Number 2332.001 China MSM TA. **No invoices will be paid until a fully executed agreement has been completed.**

#### 8. INVOICE SUBMISSION REQUIREMENTS:

- A. Documentation: Invoices shall be submitted in a format acceptable to PHFE with supporting documentation which shall be either detailed General Ledger showing where booked expenses are allocated, or copies of expense receipts.
- B. Time period covered by the invoice, current period expenditures, cumulative expenditures to date, remaining balance due for each line item in Exhibit C (Project Budget).
- C. Direct Labor -- Include salaries and wages paid for in direct performance of the contract.
- D. Fringe Benefits -- List any fringe benefits applicable to direct labor and billed as a direct cost paid for in direct performance of the contract. Fringe benefits included in indirect costs should not be identified.
- E. Equipment, Materials and Supplies -- Include equipment, materials and supplies utilized and paid for in direct performance of the contract.
- F. Consultant Fees -- List fees paid to consultants identifying consultant by name or category as set forth in the contractor's agreement.
- G. Original signature of authorized representative.

9. BUDGET MODIFICATION

The parties may modify the Project Budget (Exhibit C) only with the prior written approval of PHFE but no such modification shall increase the maximum amount payable.

10. INCORPORATION BY REFERENCE

The terms and conditions of the grant program legislation and regulations under which the prime grant award was made, the prime grant Notice of Grant Award including all its special terms and conditions, 45 CFR Part 74, and the Public Health Service Grants Policy Statement are made a part hereof by reference. A copy can be obtained from PHFE upon request.

11. TERMINATION

This subcontract may be terminated as follows: (i) either party may terminate this agreement upon 30 days written notice to the other party, (ii) PHFE may terminate, effective on the date that the Subcontractor receives written notice, if the prime terminates in whole or relevant part, or if the Subcontractor violates or breaches this subcontract. PHFE shall allow full credit of the subcontractor for any reasonable non-cancelable obligations properly incurred by the subcontractor prior to termination. On the effective date of termination, work shall stop and the Subcontractor shall cancel as many outstanding obligations as possible and not incur any more obligations.

12. HIPAA COMPLIANCE

The purpose of this provision is to ensure compliance with HIPAA, where applicable and to set forth the duties and responsibilities of the various parties. The parties hereby agree that the terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the Standards for Privacy of Individually Identifiable Health Information, 45 Code of Federal Regulations (CFR), Parts 160 and 164, otherwise known as the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, as it may exist now or be hereafter amended.

It is understood by both parties that SUBCONTRACTOR is or may be considered a Covered Entity, as defined by HIPAA, and is or may be responsible for complying with said regulations for purposes of safeguarding any Protected Health Information (PHI) generated by SUBCONTRACTOR for its own purposes. SUBCONTRACTOR acknowledges that PHFE as the sponsoring or fiscal agent does not have the responsibility for such compliance and that such responsibility rests solely with the SUBCONTRACTOR. SUBCONTRACTOR warrants that it is and will remain in full compliance with all HIPAA regulations, where applicable.

It is understood by both parties that the Privacy Rule does not pre-empt any State and/or Federal laws, rules or regulations that impose more stringent requirements with respect to confidentiality of client information.

SUBCONTRACTOR/INDEMNITOR agrees to indemnify, defend, and hold PHFE/Indemnitee free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs, that PHFE/Indemnitee may incur as a result of a breach by SUBCONTRACTOR/Indemnitor of any representation or agreement.

contained in this Agreement for failure to comply with HIPAA, or as a result of SUBCONTRACTOR/Indemnitor's negligent acts or omissions committed by SUBCONTRACTOR/Indemnitor during the performance of any duties under this Agreement.

SUBCONTRACTOR/Indemnitor party shall maintain a minimum of \$1,000,000 of insurance to cover any negligent acts or omissions for failure to comply HIPAA and that PHFE shall be named as an additional insured under such policy.

13. RECORD RETENTION AND ACCESS TO RECORDS

The Subcontractor shall grant PHFE, the U.S. Comptroller General and their authorized representatives upon demand access to any books, documents, papers and records pertinent to this subcontract for audit, examination, excerpt and transcription. The Subcontractor shall retain all such records for three years after final payment is made under the contract and all pending matters are closed, unless extended by an audit, litigation, or other action involving the records, whichever is later.

14. EQUAL EMPLOYMENT OPPORTUNITY

The Subcontractor shall, unless exempt, comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemental in Dept. of Labor regulations (41 CFR Part 60). Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin and shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

15. CERTIFICATION REGARDING DEBARMENT, ETC

Unless it is exempt from doing so, Subcontractor shall comply with 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, and Ineligibility - Voluntary Exclusion-Lower Tier Covered Transactions, and Subcontractor certifies by signing this subcontract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

16. COPYRIGHT AND RIGHTS IN DATA

Subcontractor may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this subcontract. PHFE shall have a royalty-free, nonexclusive, nontransferable and irrevocable right to reproduce, publish, and otherwise use such work, whether or not copyrighted, for Federal purposes and to authorize others to do so.

17. PUBLICATIONS

Subcontractor shall place an acknowledgment of federal government support on any publication written or published with funds from this subcontract and, if feasible, on any publication reporting the results of or describing activities under this subcontract. In addition, Subcontractor shall include a disclaimer, as appropriate, as follows: "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of PHFE."

18. PERFORMANCE REPORTING

If requested by PHFE, Subcontractor shall submit a final technical or performance report, annual performance report, and quarterly performance reports. The final report shall be due 30 days after expiration or termination of the subcontract; annual reports and quarterly reports shall be due 60 and 30 days respectively after the reporting period. Performance reports shall include a comparison of actual accomplishments with goals and objectives established for the period; findings of the principal investigator, or both. Where possible, quantitative output data should be related to cost data for computation of unit costs. Other pertinent information, including, when appropriate, the reasons why established goals were not met and an analysis. SUBCONTRACTOR shall immediately notify PHFE of developments that have a significant impact on subcontract performance and of problems, delays, or adverse conditions that materially impair its ability to meet subcontract objectives, including providing a statement of the action taken or contemplated and any assistance needed to resolve the situation.

19. PRINCIPAL INVESTIGATOR/PROJECT COORDINATOR

Dr. Willi McFarland, shall be Subcontractor's Director (hereinafter referred to as "PI") and shall be responsible for the performance of the (technical or programmatic) aspects of the subcontract Scope of Work, and shall not be replaced or reassigned without PHFE's prior written approval. H. Fisher Raymond, shall be the City and County of San Francisco's/PHFE's Director and shall be responsible for the overall direction of the project including review and approval of Subcontractor's performance of the Scope of Work.

20. MISCONDUCT IN SCIENCE

Subcontractor shall be subject to the scientific misconduct procedures and policies of PHFE in connection with its activities under this subcontract unless it has an "Assurance Regarding Procedures for Dealing with and Reporting Possible Misconduct in Science" on file with the PHS Office of Scientific Integrity.

21. PROTECTION OF HUMAN SUBJECTS

Subcontractor shall comply with the applicable terms and conditions of 45 CFR Part 46, "Protection of Human Subjects" and shall incorporate the requirements of this section in lower-tier subcontracts (if applicable) for research involving human subjects.

22. BUY AMERICAN

Subcontractor should, whenever possible, purchase only American-made equipment and products under this subcontract.

23. INDEMNIFICATION

Each party agrees to defend, indemnify, and hold its officers, employees, agents, including research sites specifically designated to participate in this study harmless from and against any and all claims, losses, damages, costs, expenses including reasonable attorney's fees or other liability of any kind arising out of or connected directly or indirectly with the indemnifying party's acts or failure to act in the performance of this contract including but not limited to any accident or injury to persons or property or any liability for patent or copyright infringement. This indemnification shall be conditioned

upon the indemnified party giving the indemnifying party reasonable notice of a claim or loss and an opportunity to participate in the defense thereof.

#### 24. INSURANCE

PHFE and Subcontractor warrant that they each maintain a policy or program of insurance or self-insurance at minimum levels of \$1,000,000 per occurrence.

#### 25. OBJECTIVITY IN RESEARCH

Subcontract certifies that it has in effect a written and enforced policy on objectivity in research that complies with 42 CFR Part 50, 45 CFR Part 94, and other applicable laws and regulations or, if it does not have such a policy in effect, that it will require the Subcontractor's principal investigator and anyone else who participates or is planning to participate in the design, conduct, or reporting of this research as its employee, contractor, or agent (or that of its sub-grantee, Subcontractor, and collaborator) to comply with the objectivity in research policy adopted.

#### 26. NOTICES

All notices and other communications required or permitted under this subcontract shall be in writing and deemed given when delivered personally or five days after being sent by registered mail, postage prepaid and addressed to the following persons at the addresses first shown in this subcontract:

PHFE: Victor Arechiga

SUBCONTRACTOR: Willt McFarland

#### 27. WARRANTIES

Subcontractor warrants that services will be performed in a good and workmanlike manner, in accordance with the attached scope of work, and by personnel with the requisite skill, qualifications, and licenses.

#### 28. CONTRACTUAL DISPUTES AND ARBITRATION

Any controversy or claim arising out of or relating to this subcontract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

#### 29. ASSIGNMENT

This subcontract shall not be assignable by Subcontractor without the prior written consent of PHFE. Any attempted assignment contrary hereto is voidable at the option of PHFE.

#### 30. GOVERNING LAW

This agreement is entered into in Los Angeles County, California and all terms herein shall be interpreted in accordance with the laws of the State of California.

31. SURVIVAL OF OBLIGATIONS

Expiration of the term or termination of this subcontract shall not affect any rights or obligations of the parties which have accrued prior thereto.

32. SEVERABILITY

If any part, term, or provision of this subcontract shall be held void, illegal, unenforceable, the validity of the remaining portions or provisions shall not be affected thereby.

33. ENTIRE AGREEMENT

This subcontract constitutes the entire agreement between the parties and supercedes any prior or contemporaneous understanding or agreement, oral or written, with respect to matters herein.

34. AMENDMENT

This subcontract shall not be modified, amended, or waived, whether in whole or in part, except by a subsequent writing signed by the authorized representatives of both parties.

[Signatures on next page]



35 CAPTIONS

The captions of this subcontract are for convenience and reference only and are not intended to affect the interpretations or construction of the subcontract.

FOR Public Health Foundation Enterprises:

  
\_\_\_\_\_  
Signature  
Mark J. Berler, CAE, CEO

2/23/10  
\_\_\_\_\_  
Date

FOR Subcontractor:

  
\_\_\_\_\_  
Signature  
Barbara Garcia, Deputy Director of Public Health

2/22/10  
\_\_\_\_\_  
Date

EXHIBIT A

[Agreement on next pages]



2332 001

995 Market Street, Suite 200  
San Francisco, California, 94103  
Office: 415.581.7000 Fax: 415.581.7009

**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN PUBLIC HEALTH FOUNDATION ENTERPRISES AND  
PANGAEA GLOBAL AIDS FOUNDATION**

This consulting agreement is made effective by and between Pangaea Global AIDS Foundation ("Pangaea"), a U.S. not-for-profit corporation, having its principal place of business at 995 Market Street, Suite 200, San Francisco, California, USA, 94103, and Public Health Foundation Enterprises ("PHFE") having its principal place of business at 12801 Crossroads Parkway South, Suite 200, City of Industry, CA 91746.

**A. Background of Program:**

This agreement takes place as part of a larger program initiative of the Bill and Melinda Gates Foundation China Program and the China Ministry of Health, to demonstrate the feasibility of creating a large-scale model of HIV prevention and control in urban areas ultimately resulting in a reduction of new HIV infections. Pangaea's overall aim is to provide support for the development and implementation of a comprehensive HIV/AIDS system of care and prevention, and to support the development of capacity within entities responsible for the delivery of services in selected urban areas.

**B. Scope of Work:**

PHFE in partnership with the San Francisco Department of Public Health (SFDPH) will provide technical assistance (TA) for MSM (men who have sex with men) related surveillance and intervention to NCAIDS/MOH (National Center for AIDS/STD Control & Prevention/Chinese Ministry of Health) for the Gates Foundation supported program on HIV Prevention.

Year 1 TA components:

1. Assistance to NCAIDS, local CDCs in Gates project sites to enhance behavioral data collection including TA on population size estimation, enhancing behavioral measures, understanding co-factors and correlates of risk, recommendations for special population studies.
2. Enhancing current use of existing data including in-depth data analysis workshop for Gates program sites and NCAIDS.
3. Enhancing care and support for MSM living with HIV/AIDS through the adaptation of best practices in peer driven support and care for HIV positive MSM.

To accomplish these tasks PHFE/SFDPH will coordinate assistance to specific TA areas from leaders in the field of HIV programs implementation, prevention and capacity building. PHFE/SFDPH will also make periodic trips to provide in person TA to project sites, and will coordinate study tours designed to increase the ability of projects sites to successfully conduct HIV prevention interventions among MSM.

### Year 1 Deliverables

PHFE/SFDPH will work closely with the NCAIDS, the National Program Management Office for the China-Gates Foundation Cooperation Project, and the Gates Foundation China Office to develop specific deliverables.

1. Coordinate experience sharing/ technical assistance exchange with NCAIDS, local CDCs in Gates project sites to enhance behavioral data collection including TA on population size estimation, enhancing behavioral measures, understanding co-factors and correlates of risk, recommendations for special population studies.
2. Coordinate and conduct in conjunction with NCAIDS, local CDCs in Gates project sites and Gates Program staff a data analysis workshop focusing on best use of existing data to better understand populations and sub-populations of MSM at higher risk for HIV infection.
3. Coordinate the packaging of best peer-driven support for HIV positive MSM practices. Coordinate two regional HIV positive peer support program workshops.

### Year 2 TA components:

PHFE/SFDPH will provide technical assistance (TA) for MSM (men who have sex with men) related surveillance and intervention to NCAIDS/MOH (National Center for AIDS/STD Control & Prevention/Chinese Ministry of Health) for the Gates Foundation supported program on HIV Prevention. Major components of this TA are:

1. Enhancing interventions for MSM, including internet based interventions, disclosure and safer sex negotiation skills, social marketing of HIV testing and GONGO-based individualized risk reduction counseling in outreach settings.
2. Capacity building including MSM cultural competency and sensitivity training for local CDCs in project cities and support to gather and synthesize sociological research among MSM which will serve as a knowledge base for CDC staff and programs.
3. Capacity building among GONGOs particularly in structural and leadership capacity.

### Year 2 Deliverables

PHFE/SFDPH will work closely with the NCAIDS, the Program Management Office for the China-Gates Foundation Cooperation Project, and the Gates Foundation China Office to develop specific deliverables.

1. Coordinate the development, adaptation, testing and implementation of an internet based risk assessment and referral tool.

Agreement for Consulting Services  
Pangaea/Public Health Foundation Enterprises  
Page 3

2. Assist in the development of comprehensive HIV prevention intervention programs that prioritize disclosure and safer sex negotiation skills, social marketing of HIV testing and GONGO based individualized risk reduction counseling in outreach settings.
3. Coordinate regional trainings in MSM cultural competency and sensitivity for local CDCs in project cities and support to gather and synthesize sociological research among MSM which will serve as a knowledge base for CDC staff and programs.
4. Coordinate individualized capacity building among GONGOs particularly in structural and leadership capacity. Each capacity building mission will include a needs assessment and a tailored capacity building program.

**C. Term:**

The agreement covers the period from January 1, 2010 through December 31, 2011. Further extension of the agreement will be based on mutual written agreement between Pangaea and Gates Foundation China Program.

**D. Amount of Contract and Payments:**

The Pangaea Global AIDS Foundation will pay PHFE \$379,976 for activities and expenses required to carry out the activities under this grant consistent with the budget included as Attachment A. Payments will be made in two equal installments upon signing of the agreement and January 15, 2011.

PHFE is required to provide quarterly reporting of expenditures with balance remaining on the following dates: April 20<sup>th</sup>, July 20<sup>th</sup>, October 20<sup>th</sup> and January 20<sup>th</sup>.

PHFE will be responsible for providing an annual narrative report of activities conducted to Pangaea. These reports will be due on January 20, 2011 and January 20, 2012.

The parties agree that in September 2011 they will review jointly the budget for the program and discuss the extension of the scope of work and budget for a period beyond January 2012 depending upon extension of the Pangaea - Gates Foundation China Program agreement.

**E. Termination:**

Either party may terminate this agreement with 60 days written notice to the other party.

The agreement will go into effect upon signing of the Agreement.

**F. Choice of Law:**

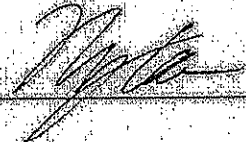
This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California without regards to the conflict of law rules of the State of California.

**G. Budget:**

See Attachment A

Public Health Foundation Enterprises  
12801 Crossroads Parkway South Suite  
200  
City of Industry, CA 91746 USA

Pangaea Global AIDS Foundation  
995 Market Street, Suite 200  
San Francisco, California 94103  
USA

By: 

By: 

Name: Mark J. Bertler

Name: Ben Plumley

Title: CEO

Title: CEO

Date: 2/11/10

Date:

**Attachment A (Budget)**

Public Health Foundation Enterprises  
Pangaea, China MSM TA Yr 1  
January 1, 2010 - December 31, 2010

Job Code	Personnel/Position	(If available) Monthly Salary/Hourly Range (per budget)	Total % budgeted	Months Position Budgeted	Benefits (check one) B BE	Budget
	<b>Subcontracts</b>					
	Subcontract					58,200
	SFDPH					52,803
	<b>Total Subcontracts</b>					<u>\$ 111,003</u>
	<b>Operating Expenses</b>					
	Travel					50,000
	Office Supplies					1,300
	Meeting Costs					10,000
	<b>Total Operating Expenses</b>					<u>\$ 61,300</u>
	Insurance (G/L, D&O, etc)		0.40%			\$ 690
	Single Audit Cost		0.10%			\$ 173
	Indirect Costs		15%			<u>\$ 16,817</u>
	<b>Total Budget</b>					<u>\$ 189,983</u>

Public Health Foundation Enterprises  
Pangea, China MSM TA Yr2  
January 1, 2011 - December 31, 2011

Job Code	Personnel/Position	(If available) Monthly Salary/Hourly Range (per budget)	Total % budgeted	Months Position Budgeted	Benefits (check one)		Budget
					B	BE	
<b>Subcontracts</b>							
	Subcontract						58,040
	SFDPH						55,443
	<b>Total Subcontracts</b>						<u>\$ 113,483</u>
<b>Operating Expenses</b>							
	Travel						50,000
	Office Supplies						1,000
	Meeting Costs						8,150
	<b>Total Operating Expenses</b>						<u>\$ 59,150</u>
	Insurance (G/L, D&O, etc)		0.40%				\$ 691
	Single Audit Cost		0.10%				\$ 173
	Indirect Costs		15%				<u>\$ 15,495</u>
	<b>Total Budget</b>						<u>\$ 189,993</u>



## EXHIBIT B

### Scope of Work

San Francisco Department of Public Health

China MSM Technical Assistance

Year 01

January 1, 2010 – December 31, 2010

SFDPH will provide technical assistance (TA) for MSM (men who have sex with men) related surveillance and intervention to NCAIDS/MOH (National Center for AIDS/STD Control & Prevention/Chinese Ministry of Health) for the Gates Foundation supported program on HIV Prevention. Major components of this TA are:

1. Assistance to NCAIDS, Gates sites' local CDCs to enhance behavioral data collection including TA on population size estimation, enhancing behavioral measures, understanding co-factors and correlates of risk, recommendations for special population studies.
2. Enhancing existing use of existing data including in depth data analysis workshop for Gates program sites and NCAIDS.
3. Enhancing care and support for MSM living with HIV/AIDS through the adaptation of best practices in peer driven support and care for HIV positive MSM.

To accomplish these tasks PHFE/SFDPH will coordinate assistance to specific TA areas from leaders in the field of HIV programs implementation, prevention and capacity building. PHFE/SFDPH will also make periodic trips to provide in person TA to project sites, and will coordinate study tours designed to increase the ability of projects sites to successfully conduct HIV prevention interventions among MSM.

The consulting agency (PHFE/SFDPH) will work closely with the NCAIDS, the Program Management Office for the China-Gates Foundation Cooperation Project, and the Gates Foundation China Office to develop specific deliverables.

1. Coordinate experience sharing, technical assistance exchange with NCAIDS, Gates sites' local CDCs to enhance behavioral data collection including TA on population size estimation, enhancing behavioral measures, understanding co-factors and correlates of risk, recommendations for special population studies.
2. Coordinate and conduct in conjunction with NCAIDS, Gates sites' local CDCs and Gates Program staff a data analysis workshop focusing on best use of existing data to better understand populations and sub-populations of MSM at higher risk for HIV infection.
3. Coordinate the packaging of best peer-driven support for HIV positive MSM practices. Coordinate two regional HIV positive peer support program workshops.

### Exhibit C - Budget

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH  
 AIDS Office - HIV Epidemiology Section  
 Pangoa, China MSM TA YR01  
 January 1, 2010 - December 31, 2010  
 PHEE

Direct Br: HFF-00  
 Fund Group: 2S/CHS/GNC  
 Agency Code: HCHED/HIVSVGR  
 Grant Code:  
 Grant Desc:

CATEGORY LINE ITEM	Annual Salary	26.60% Annual Frn Ben	Total Annual Sal/Frn Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frn Ben Budget	Total Budget
<b>A PERSONNEL</b>										
<b>SFDPH</b>										
1. Sr. Physician Specialist 2232 12 W. McFarlane	166,924	44,800	211,724	5%	0.05	16,572	12	9,346	2,420	11,766
2. Manager 0922 2 vacant (H. Raymond)	113,760	29,844	143,604	15%	0.15	9,585	12	17,218	4,377	21,595
3. Epi I 2802 12 Chen YH	55,615	17,060	72,675	10%	0.10	5,488	12	6,582	1,705	8,287
<b>TOTAL SALARY/RANGE</b>	<b>367,924</b>	<b>95,504</b>	<b>463,427</b>		<b>0.30</b>			<b>33,125</b>	<b>8,613</b>	<b>41,738</b>
00101 SALARIES										33,125
00103 FRN BEN										8,613
<b>SUB TOTAL</b>										<b>41,738</b>
<b>Sub TOTAL OTHER</b>										<b>0</b>
<b>TOTAL DIRECT COST</b>										<b>41,738</b>
<b>INDIRECT COST (26.51% of salaries)</b>										<b>11,065</b>
<b>TOTAL BUDGET</b>										<b>52,803</b>