

File No. 110129

Committee Item No. \_\_\_\_\_

Board Item No. 34

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

Board of Supervisors Meeting

Date February 8, 2011

Cmte Board

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

**OTHER** (Use back side if additional space is needed)

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

Completed by: Andrea Ausberry Date February 3, 2011

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

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

1 [Accept and Expend Grant - Risk Reduction Project - \$27,287]

2  
3 **Resolution authorizing the Department of Public Health to retroactively accept and**  
4 **expend a grant in the amount of \$27,287 from the Public Health Foundation**  
5 **Enterprises, Inc., to participate in a program entitled "Risk Reduction Project" for the**  
6 **period of August 1, 2010, through July 14, 2012.**

7  
8 WHEREAS, PHFE is the recipient of a grant award from the PPD Development, LLP,  
9 for a program titled, Risk Reduction Project; and,

10 WHEREAS, Through this grant, PHFE has agreed to fund DPH through a subcontract  
11 agreement in the amount of \$27,287 for the period of August 1, 2010 through July 14, 2012;  
12 and,

13 WHEREAS, As a condition of receiving the grant funds, PHFE requires the City to  
14 enter into an agreement (the "Agreement"), a copy of which is on file with the Clerk of the  
15 Board of Supervisors in File No.110129; which is hereby declared to be a part of this  
16 resolution as if set forth fully herein; and,

17 WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH  
18 for one existing position, Senior Physician Specialist (Job Class #2232) at .05 FTE, for the  
19 period of August 1, 2010 through July 14, 2012; and,

20 WHEREAS, A request for retroactive approval is being sought because DPH did not  
21 receive the agreement until December 2010 for a project start date of August 1, 2010; and,

22 WHEREAS, The budget includes a provision for indirect costs in the amount of \$4,401;  
23 now therefore, be it

24 **RESOLVED, That DPH is hereby authorized to accept and expend a grant retroactively**  
25 **in the amount of \$27,287 from PHFE; and, be it**

FILE NO.

RESOLUTION NO.

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

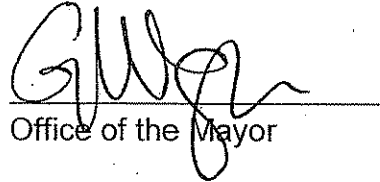
4 FURTHER RESOLVED, That the Director of Health is authorized to enter into the  
5 agreement on behalf of the City.

6  
7 RECOMMENDED:

8 

9  
10 Barbara Garcia, MPA  
11 Director of Health

APPROVED:

12 

13 Office of the Mayor

14 

15 Office of the Controller



Edwin Lee  
Mayor

Barbara Garcia, MPA  
Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Barbara Garcia, MPA  
Director of Health

DATE: January 12, 2011

SUBJECT: Grant Accept and Expend

GRANT TITLE: Risk Reduction Project - \$27,287

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

- Proposed grant resolution, original signed by Department
- Grant information form, including disability checklist -
- Budget and Budget Justification
- Grant application: N/A, DPH did not apply for this grant
- Award Letter: Not applicable, no application was submitted, they were asked to participate in the project
- Agreement
- Other (Explain):

**Special Timeline Requirements:**

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

Name: Ann Santos

Phone: 255-3546

Interoffice Mail Address: Dept. of Public Health, Community Behavioral Health,  
1380 Howard St.

Certified copy required Yes

No

File Number: 110129  
(Provided by Clerk of Board of Supervisors)

**Grant Information Form**  
(Effective March 2005)

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

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

1. Grant Title: Risk Reduction Project

2. Department: Department of Public Health  
Community Program  
HIV Research Section

3. Contact Person: Martin Soto Telephone: 415-503-2158

4. Grant Approval Status (check one):

Approved by funding agency

Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$27,287

6a. Matching Funds Required: \$0

b. Source(s) of matching funds (if applicable):

7a. Grant Source Agency: PPD Development, LLP.

b. Grant Pass-Through Agency (if applicable): Public Health Foundation Enterprises, Inc

8. Proposed Grant Project Summary: The purpose of this subcontract is to revise the Training Resource Manual to reflect recent developments in the HIV Prevention Research. The person will review and provide comments to marketing materials, lead curriculum at upcoming Network meetings, participate in training webinars and review the curriculum in 2011 to advise on additional updates as needed.

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

Approved Year One Project: Start-Date: 08/01/10 End-Date: 07/14/11

Full Project Period: Start-Date: 08/01/10 End-Date: 07/14/12

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? On-going

11a. Does the budget include indirect costs?

Yes

No

b1. If yes, how much? \$4,401

b2. How was the amount calculated? 24.04% of salaries

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

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs?

12. Any other significant grant requirements or comments:

We respectfully request for approval to accept & expend these funds retroactive to 08/01/2010. The department received the agreement in December 2010.

Grant Code-CHRP Grant #: HCA038/11


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

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


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

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

Comments:

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

Date Reviewed: 1/14/11

Department Approval:  \_\_\_\_\_  
Barbara Garcia, MPA Director of Health

San Francisco Department of Public Health (SFDPH)  
 AIDS Office  
 HIV Research Section  
 Risk Reduction Project

**BUDGET JUSTIFICATION**  
 (August 1, 2010 – July 14, 2012)

<b>A.</b>	<b>PERSONNEL</b>	
<b>B.</b>	<b>MANDATORY FRINGE</b>	
1.	0.05 2232 – Sr. Physician Specialist: Dr. Jonathan Fuchs	
	Twenty-Three and Half Month Salary = \$18,309	
	Mandatory Fringe Benefits (@ 26.80%) = \$ 4,577	\$22,886
	Revise the Training Resource Manual to reflect recent developments in the HIV Prevention & Research.	
	Total Salaries	\$18,309
	Total Fringe	\$ 4,577
	<b>TOTAL PERSONNEL:</b>	<b>\$22,886</b>
<b>C.</b>	<b>TRAVEL</b>	<b>\$0</b>
<b>D.</b>	<b>EQUIPMENT</b>	<b>\$0</b>
<b>E.</b>	<b>SUPPLIES</b>	<b>\$0</b>
<b>F.</b>	<b>CONTRACTUAL</b>	<b>\$0</b>
<b>G.</b>	<b>OTHER</b>	<b>\$0</b>
	<b>TOTAL DIRECT COSTS</b>	<b>\$22,886</b>
<b>H.</b>	<b>INDIRECT COSTS (24.04% of salaries)</b>	<b>\$4,401</b>
	<b>TOTAL BUDGET:</b>	<b>\$27,287</b>

Dept / Div: HPH-03 Fund Group: 2S/CHS/GNC Index Code: HCHPDH/HSVGR Grant Code: HCA038 Grant Detail: 1100		AIDS Office - HIV Research Section HIV AIDS Office - Research Section Risk Reduction 08/01/10-07/14/12		Monthly Expenditure and Projection Report								
CATEGORY/LINE ITEM	Annual Salary	25% Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	% FTE	Comments
<b>A. PERSONNEL</b>												
1. Senior Physician Specialist 2232 5 J Fuchs	183,092	45,773	228,865	5%	0.05	15,258	24	18,309	4,577	22,886		
2. Senior Physician Specialist 2232 5 J Fuchs	0	0	0	10%	0.10	0	0	0	0	0		
4. COLA (4%)	0	0	0	0%	0.00	0	0			0		
5. STEP Increases (5%)	0	0	0	0%	0.00	0	0			0		
<b>TOTAL SALARY/FRINGE</b>	<b>183,092</b>	<b>45,773</b>	<b>228,865</b>		<b>0.15</b>			<b>18,309</b>	<b>4,577</b>	<b>22,887</b>		
<b>00101 SALARIES</b>												
<b>00103 FRING BEN</b>												
<b>SUB TOTAL</b>												
<b>C. TRAVEL</b>												
1. Local Travel (02301)										0		
2. Out-of-Jurisdiction Travel (02101)										0		
<b>Sub Total TRAVEL</b>												
<b>D. EQUIPMENT</b>												
Computer (06061)										0		
<b>Sub Total EQUIPMENT</b>												
<b>E. MATERIALS AND SUPPLIES</b>												
1. Office supplies (04951)										0		
2. Non-inventoried equipment (04921)										0		
3. Clinical supplies (04431)										0		
4. Laboratory supplies (04431)										0		
<b>Sub Total SUPPLIES</b>												
<b>F. CONTRACTUAL SERVICES (02789)</b>												
1. PHFE										0		
<b>Sub Total CONTRACTS</b>												



Dept / Div: HPH-03  
 Fund Group: ZS/CHS/GNC  
 Index Code: HCHPDH/VSGR  
 Grant Code: HCA038  
 Grant Detail: 1100

AIDS Office - HIV Research Section  
 HIV AIDS Office - Research Section  
 Risk Reduction  
 08/01/10-07/14/12  
 Monthly Expenditure and Projection Report

CATEGORY/LINE ITEM	Annual Salary	25% Annual Frtn Ben	Total Annual Sal/Frn Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frtn Ben Budget	Total Budget	% FTE	Comments
G. OTHER												
1. Rent										0		
2. Photocopier maint (02931)										0		
3. Repro svc (In House)(03551)										0		
4. Print/Slide svc (Outside)(03552)										0		
5. Promotion and advertising(03559)										0		
6. Client Stipends (02793)										0		
Sub TOTAL OTHER										0		
TOTAL DIRECT COST										22,886		
BUDGET SUMMARY												
A. SALARIES										18,309		
B. MANDATORY FRINGE										4,577		
C. TRAVEL										0		
D. EQUIPMENT										0		
E. MATERIALS AND SUPPLIES										0		
F. CONTRACT / MOU										0		
G. OTHER										0		
DIRECT COSTS												
H. INDIRECT COST (24.04% of salaries)										4,401		
TOTAL BUDGET										27,287		
AWARD										27,287		
SURPL/DEFICIT)												
										(0)		



PUBLIC HEALTH  
FOUNDATION ENTERPRISES

a 501 (c)(3) Nonprofit Corporation

12801 Crossroads Parkway South, Suite 300 • City of Industry, CA 91746 • 800 201 7320 Fax 562 659 8856 • 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 funds from PPD Development, LLP on Purchase Order No. 4009001689-PASS, that requires the assistance of Subcontractor.

**2. TERM OF SUBCONTRACT**

This subcontract shall begin August 1, 2010 and end July 14, 2012.

**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 A, 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 \$27,287. See Exhibit B 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 91746-3505  
ATTN: Victor Aréchiga

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 2184.001 PPD/Risk Reduction Project. 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 B (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 B) 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, religions, 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

Jonathan Fuchs, MD, MPH 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. Susan Buchbinder, MD, 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 Aréchiga

SUBCONTRACTOR: Jonathan Fuchs

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]



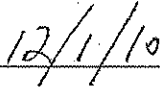
35. CAPTIONS

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. Bertler, CAE, CEO



\_\_\_\_\_  
Date

FOR Subcontractor:



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

\_\_\_\_\_  
Date

## EXHIBIT A

### Scope of Work (SOW)

Jonathan Fuchs, MD, MPH: Principal Investigator

Dr. Fuchs will revise the Training Resource Manual for the HRCT curriculum to reflect recent developments in HIV prevention research. He will also review and provide comments to marketing materials, lead curriculum rollout at upcoming Network meetings, participate in training webinars and review the curriculum in 2011 to advise on additional updates as needed. Dr. Fuchs will also participate in HRCT leadership conference calls and calls with the working group to facilitate the broad deployment of this HRCT curriculum.

Exhibit B  
Detailed Budget

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

Fuchs, Jonathan

DETAILED BUDGET FOR NEXT BUDGET PERIOD -- DIRECT COSTS ONLY		FROM	THROUGH	GRANT NUMBER			
		08/01/10	07/14/12				
PERSONNEL (Applicant organization only)		Months Devoted to Project			DOLLAR AMOUNT REQUESTED (omit cents)		
NAME	ROLE ON PROJECT	Cat. Moths	Acad. Moths	Summer Moths	SALARY REQUESTED	FRINGE BENEFITS	TOTALS
Fuchs, Jonathan	Consortium PI	1.20			18,309	4,577	22,886
		0.00			0	0	0
		0.00			0	0	0
		0.00			0	0	0
		0.00			0	0	0
		0.00			0	0	0
		0.00			0	0	0
		0.00			0	0	0
<b>SUBTOTALS</b>					18,309	4,577	22,886
CONSULTANT COSTS							
		0				0	0
EQUIPMENT (Itemize)							
		0				0	0
		0				0	0
		0				0	0
SUPPLIES (Itemize by category)							
		0				0	0
		0				0	0
		0				0	0
		0				0	0
TRAVEL							
		0				0	0
PATIENT CARE COSTS							
	INPATIENT					0	0
	OUTPATIENT					0	0
ALTERATIONS AND RENOVATIONS (Itemize by category)							
						0	0
OTHER EXPENSES (Itemize by category)							
							0
<b>SUBTOTAL DIRECT COSTS FOR NEXT BUDGET PERIOD</b>							\$ 22,886
CONSORTIUM/CONTRACTUAL COSTS							
		DIRECT COSTS					0
		FACILITIES AND ADMINISTRATIVE COST F&A - salary only			24.04%		4,401
<b>TOTAL DIRECT COSTS FOR NEXT PROJECT PERIOD (Item 8a, Face Page)</b>							3 \$ 27,287

# INTRODUCTION FORM

By a member of the Board of Supervisors or the Mayor

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
- 2. Request for next printed agenda without reference to Committee
- 3. Request for Committee hearing on a subject matter
- 4. Request for letter beginning "Supervisor \_\_\_\_\_ inquires..."
- 5. City Attorney request
- 6. Call file from Committee
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File Nos.
- 9. Request for Closed Session
- 10. Board to Sit as A Committee of the Whole

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

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

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

**Sponsor(s):** Wiener

**SUBJECT:** Accept & Expend Grant – Risk Reduction Project - \$27,287

The text is listed below or attached:

Resolution authorizing the San Francisco Department of Public Health to accept and expend retroactively a grant in the amount of \$27,287 from the Public Health Foundation Enterprises, Inc., to participate in a program entitled "Risk Reduction Project;" for the period of August 1, 2010, through July 14, 2012.

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

**For Clerk's Use Only:**

110129