

File No. 100673

Committee Item No. 1

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: City Operations & Neighborhood Ser. Date: June 14, 2010

Board of Supervisors Meeting

Date _____

Cmte Board

- | | | |
|-------------------------------------|--------------------------|----------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input 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"/> | Ethics Form 126 <i>N/A</i> |
| <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 checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input 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)

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

Completed by: Victor Young

Date June 10, 2010

Completed by: Victor Young

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 - Prevention Umbrella for MSM in the Americas - \$101,261]

2
3 **Resolution authorizing the San Francisco Department of Public Health to accept and**
4 **expend retroactively a grant in the amount of \$101,261 from the Public Health**
5 **Foundation Enterprises, Inc., to assist with a project entitled "Prevention Umbrella for**
6 **MSM in the Americas" for the period of April 1, 2010, through March 31, 2011.**

7
8 WHEREAS, The Public Health Foundation Enterprises, Inc. is the recipient of a grant
9 award from the National Institutes of Health (NIH) to fund a project entitled "Prevention
10 Umbrella for MSM in the Americas (PUMA);" and,

11 WHEREAS, Through this grant, the Public Health Foundation Enterprises, Inc. (PHFE)
12 has agreed to fund DPH in the amount of \$101,261 for the period of April 1, 2010 through
13 March 31, 2011; and,

14 WHEREAS, PHFE is allocating funds annually but intends to fund the project for three
15 years, in which DPH will get a total amount of \$657,488 through March 31, 2013; and,

16 WHEREAS, As a condition of receiving the grant funds, PHFE requires the City to
17 enter into an agreement (the "Agreement"), a copy of which is on file with the Clerk of the
18 Board of Supervisors in File No. 100673; which is hereby declared to be a part of
19 this resolution as if set forth fully herein; and,

20 WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH
21 for two existing positions, one Senior Physician Specialist (Job Class #2232) at 0.10 FTE and
22 one Chief Medical Director (Job Class #2237) at 0.25 FTE, for the period of April 1, 2010
23 through March 31, 2011; and,

24 WHEREAS, A request for retroactive approval is being sought because the DPH did
25 not receive the award until April 29, 2010 with a project start date of April 1, 2010; and,

1 WHEREAS, The grant budget includes a provision for indirect costs in the amount of
2 \$16,649; now, therefore, be it

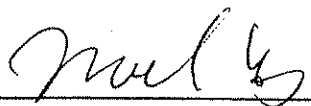
3 RESOLVED, That DPH is hereby authorized to accept and expend a grant in the
4 amount of \$101,261 from PHFE; and, be it

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

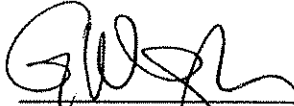
8 FURTHER RESOLVED, That the Controller is directed to designate the positions
9 funded under this agreement as a "G" or grant-funded position which would terminate when
10 the agreement expires; and, be it

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

13
14 RECOMMENDED:

15 
16 _____
17 Mitchell Katz, M.D.
18 Director of Health

APPROVED:

19 
20 _____
21 Office of the Mayor

22 
23 _____
24 Office of the Controller
25



Gavin Newsom
Mayor

Mitchell H. Katz, MD
Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Mitchell H. Katz, M.D.
Director of Health *MH*

DATE: May 6, 2010

SUBJECT: Accept and Expend Resolution

GRANT TITLE: Prevention Umbrella for MSM in the Americas (PUMA)

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
- Grant budget and justification
- Agreement (1)

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Grace Alderson

Phone: 554-2655

Interoffice Mail Address: Dept. of Public Health, 101 Grove St., Room 330

Certified copy required Yes

No

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: Prevention Umbrella for MSM in the Americas (PUMA)
2. Department: Department of Public Health
AIDS Office
HIV Research Section
3. Contact Person: Susan Buchbinder, M.D. Telephone: 554-9070
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$101,261
- 6a. Matching Funds Required: None
- b. Source(s) of matching funds (if applicable): N/A
- 7a. Grant Source Agency: National Institutes of Health (NIH)
- b. Grant Pass-Through Agency (if applicable): Public Health Foundation Enterprises, Inc. (PHFE)
8. Proposed Grant Project Summary:

The purpose of this subcontract is to lead the overall scientific leadership and coordination of effort on the PUMA project. Staff named to the grant will be responsible for ensuring that the PUMA Project meets its study milestones and for ensuring coordination across 3 Project Team. She will be responsible for oversight of all the formative research conducted in the PUMA Project, and for creation of the PUMA Protocol, a plan for an RCT that will be the final product of this application. She will serve as the primary liaison with the Principal Investigators at each of the study sites and for liaison with the NIH Project Officers. In addition, the second named staff will provide leadership to the PUMA team by working closely with the feasibility and intervention cores in developing counseling components focused on risk compensation, adherence, and other key behavioral messages informed by community input, literature reviews, and statistical modeling. He will work with Dr. Buchbinder and Dr. Liu to plan and implement the feasibility study to emerge from the formative stages of the project.

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

Start-Date: April 1, 2010 End-Date: March 31, 2011

- 10a. Amount budgeted for contractual services: None
- 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 (UTF) or ongoing request for contracting out? N/A

11a. Does the budget include indirect costs? Yes No

b1. If yes, how much? \$16,649

b2. How was the amount calculated? 24.4% 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):

12. Any other significant grant requirements or comments:

DPH respectfully requests to accept and expend these funds retroactive to April 1, 2010 because the Department did not receive the award letter until April 29, 2010. This grant went thru an accept and expend process last year in July 2009.

****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: _____


Dr. Jason Hashimoto

Date Reviewed: 5/6/10

Department Approval: _____


Mitchell Katz, M.D. Director of Public Health

City and County of San Francisco

Prevention Umbrella for MSM in the Americas
04/01/10-03/31/11

I. Budget Justification

A. Personnel

B. Mandatory Fringe Benefit

1. 30.00 Cal Months Principal Investigator: Buchbinder, S., MD
Annual Salary = \$49,925
Mandatory Fringe Benefits (@ 24%) = \$11,982

12.00 Cal Months PUMA Team Leader: Fuchs, J
Annual Salary = \$18,309
Mandatory Fringe Benefits (@23%) = \$4,394

Total SFDPH Salaries and Wages	\$ 68,234
Total SFDPH Mandatory Fringe Benefits	\$ 16,377
Total SFDPH Personnel	\$ 84,611

C. Consultant Costs \$0

D. Equipment \$0

E. Supplies \$0

F. Travel \$0

G. Other Expenses \$0

H. Contractual Costs \$0

Total Direct Costs \$84,611

I. Indirect Costs (24.40% of Total Salaries) \$16,649

Total Budget \$101,261



PUBLIC HEALTH[®]
FOUNDATION ENTERPRISES

A 501 (c)(3) Nonprofit Corporation

12801 Crossroads Parkway South, Suite 200 ■ City of Industry, CA 91746 ■ 800.201.7320 Fax 562.699.8856 ■ www.phfe.org

SUBCONTRACT BETWEEN

PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.

AND

THE CITY AND COUNTY OF SAN FRANCISCO

FOR THE ASSISTANCE

ON A

PROJECT TO SUPPORT THE SAN FRANCISCO CITY AND COUNTY

DEPARTMENT OF PUBLIC HEALTH AIDS OFFICE

IN THE RESEARCH OF THE

PREVENTION UMBRELLA FOR MSM IN THE AMERICAS

(GRANT 1 R01 AI083060-02)

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SUBCONTRACT AGREEMENT

SECTION 1. PARTIES TO THE AGREEMENT

- 1.1 THIS AGREEMENT IS ENTERED INTO THIS ____ DAY OF MAY, 2010, BY AND BETWEEN PUBLIC HEALTH FOUNDATION ENTERPRISES, INC., (PHFE), A PRIVATE NON-PROFIT CORPORATION LICENSED TO DO BUSINESS IN THE STATE OF CALIFORNIA, AND THE CITY AND COUNTY OF SAN FRANCISCO (CCSF) TO CONDUCT RESEARCH THAT IS TO DEVELOP AN OPTIMAL HIV PREVENTION PACKAGE FOR MSM IN THE AMERICAS AS AN ADJUNCT TO STUDIES BEING CONDUCTED BY THE SAN FRANCISCO CITY AND COUNTY DEPARTMENT OF HEALTH AIDS OFFICE.

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

SECTION 2. RECITALS

WHEREAS, the services of PHFE have been retained by the National Institute of Allergy and Infectious Diseases (NIAID) of Bethesda, Maryland to participate in a program to build a package of different medical and counseling approaches that are likely to have an impact on stopping new HIV infections in MSM in the Americas under the technical leadership of the San Francisco City and County of San Francisco Health Department because PHFE has 40 years of cost-effective experience in the organization, management, and administration of public health services throughout California; and a long-standing role as business coordinator of the said trials; and

WHEREAS, PHFE has been granted, through the authorities conveyed by Agreement with the National Institute of Allergy and Infectious Diseases the option to subcontract services and acquisitions for the benefit of the Evaluation; and

WHEREAS, CCSF has substantial experience as a researcher in support of the San Francisco City And County Department Of Health Services in the conduct of the ongoing Phases of HIV Vaccine Clinical trials, and

WHEREAS, the work of CCSF will further knowledge and advance medical science associated with the control of AIDS; and

WHEREAS, CCSF has the experience and reputation as a qualified experts in AIDS research and a full knowledge of the authorities and requirements of the National Institute of Allergy and Infectious Diseases; and

WHEREAS, it has been determined by PHFE and the National Institute of Allergy and Infectious Diseases that the application of the expertise and experience of CCSF is in the best interests of the objectives of the HIV Vaccine Clinical Trials Unit operated by the San Francisco City and County Department of Health Services AIDS Office,

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

Article 1.

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

Article 2.

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

IN WITNESS WHEREOF, the parties hereto have set their signatures this _____ day of May, 2010.

For the City and County of
San Francisco

For PHFE

Signature

Signature

Barbara Garcia, Deputy Director of Health
(Print) Name/Title

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

Date

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:

Barbara Garcia
Deputy Director of Health
San Francisco Department of Public Health
1380 Howard Street - 5th Floor
San Francisco, CA 94103

and the Project Director will be

Susan Buchbinder, 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 vaccine clinical trials unit.

5.1 Services to be provided by PHFE

5.1.1 PHFE will appoint a Contract Manager for this Agreement

5.1.2 The Contract Manager for PHFE will be:

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

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

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

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

SECTION 6. TERM

6.1 This Agreement shall be for a period of twelve months commencing upon the date of April 1, 2010. The Agreement may be renewed, based upon an evaluation by PHFE and CCSF as warranted by the need to assure appropriate completion of the Study.

SECTION 7. CONTRACT SUM

7.1 The Contract Sum for this Agreement shall be for the total sum of **\$101,261** which sum is authorized for the payment of items and services specified in Attachment II and Attachment III to this Agreement, "Personnel and Scope of Work" and "Budget" respectively.

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

SECTION 8. INVOICES AND PAYMENTS

8.1 CCSF shall direct all inquiries relative to equipment purchases, salary payments, financial documentation, budget adjustments, and other requirements through the PHFE Contract Manager. CCSF shall refer to PHFE Program #2278.002 on all invoice related correspondence and inquiries.

- 8.2 CCSF will adhere to budget limitations and authorities as outlined in the NGA in submitting invoices and requesting payments. No adjustment will be made in these allowances except through duly authorized amendments to this Agreement, (Section 9), and the NGA.
- 8.3 CCSF will warrant that all purchases and other expenditures will comply with the certifications specified in the NGA pertaining to equal opportunity, avoidance of conflict of interest, and other fairness and disclosure regulations contained therein.

SECTION 9. CHANGES AND AMENDMENTS

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

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

SECTION 10. NOTICES

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

SECTION 11. ASSIGNMENT

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

SECTION 12. INDEPENDENT CONTRACTOR STATUS

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

SECTION 13. INDEMNIFICATION

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

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

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

SECTION 14. COMPLIANCE WITH LAWS

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

SECTION 15. RECORD RETENTION AND INSPECTION

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

SECTION 16. NONDISCRIMINATION

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

SECTION 17. COVENANT AGAINST CONTINGENT FEES

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

SECTION 18. PROPRIETARY RIGHTS

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

SECTION 19. EMERGENCY CONDITIONS, WORK ACTIONS, ACCIDENTS

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

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

SECTION 20. CONFLICT OF INTEREST/CONTRACTS PROHIBITED

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

SECTION 21. WAIVER

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

SECTION 22. TERMINATION FOR NON-APPROPRIATION

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

SECTION 23. AUTHORIZATION WARRANTY

- 23.1 CCSF represents and warrants that the parties executing this Agreement are authorized agents who have the actual authority to bind CCSF on each and every one of the terms, conditions, and obligations set forth herein.
- 23.2 CCSF represents and warrants that the prices quoted and agreed herewith have been arrived at independently without consultation, communication, or agreement with any other party for purposes of restricting competition.

ATTACHMENT I

NOTICE OF AWARD ON NEXT PAGES



Grant Number: 5R01AI083060-02

Principal Investigator(s):

Susan Buchbinder, MD

Project Title: Prevention Umbrella for MSM in the Americas

Susan Vacko
Public Health Foundation Enterprises
12801 Crossroads Parkway North, Suite 200
City of Industry, CA 91746

Award e-mailed to: svacko@phfe.org

Budget Period: 04/01/2010 – 03/31/2011

Project Period: 04/10/2009 – 03/31/2013

Dear Business Official:

The National Institutes of Health hereby awards a grant in the amount of \$657,488 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to PUBLIC HEALTH FOUNDATION ENTERPRISES in support of the above referenced project. This award is pursuant to the authority of 42 USC 241 42 CFR 52 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.

Each publication, press release or other document that cites results from NIH grant-supported research must include an acknowledgment of NIH grant support and disclaimer such as "The project described was supported by Award Number R01AI083060 from the National Institute Of Allergy And Infectious Diseases. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Institute Of Allergy And Infectious Diseases or the National Institutes of Health."

Award recipients are required to comply with the NIH Public Access Policy. This includes submission to PubMed Central (PMC), upon acceptance for publication, an electronic version of a final peer-reviewed, manuscript resulting from research supported in whole or in part, with direct costs from National Institutes of Health. The author's final peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process. For additional information, please visit <http://publicaccess.nih.gov/>.

Award recipients must promote objectivity in research by establishing standards to ensure that the design, conduct and reporting of research funded under NIH-funded awards are not biased by a conflicting financial interest of an Investigator. Investigator is defined as the Principal Investigator and any other person who is responsible for the design, conduct, or reporting of NIH-funded research or proposed research, including the Investigator's spouse and dependent children. Awardees must have a written administrative process to identify and manage financial conflict of interest and must inform Investigators of the conflict of interest policy and of the Investigators' responsibilities. Prior to expenditure of these awarded funds, the Awardee must report to the NIH Awarding Component the existence of a conflicting interest and within 60 days of any new conflicting interests identified after the initial report. Awardees must comply with these and all other aspects of 42 CFR Part 50, Subpart F. These requirements also apply to subgrantees, contractors, or collaborators engaged by the Awardee under this award. The NIH website <http://grants.nih.gov/grants/policy/coi/index.htm> provides additional information.

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

Sincerely yours,

Tamara A. Kees
Grants Management Officer
NATIONAL INSTITUTE OF ALLERGY AND INFECTIOUS DISEASES

Additional information follows

SECTION I – AWARD I A – 5R01AI083060-02

Award Calculation (U.S. Dollars)

Salaries and Wages	\$193,656
Fringe Benefits	\$58,097
Supplies	\$3,195
Travel Costs	\$40,992
Other Costs	\$10,098
Consortium/Contractual Cost	\$326,967

Federal Direct Costs	\$633,005
Federal F&A Costs	\$24,483
Approved Budget	\$657,488
Federal Share	\$657,488
TOTAL FEDERAL AWARD AMOUNT	\$657,488

AMOUNT OF THIS ACTION (FEDERAL SHARE) \$657,488

SUMMARY TOTALS FOR ALL YEARS		
YR	THIS AWARD	CUMULATIVE TOTALS
2	\$657,488	\$657,488
3	\$626,359	\$626,359
4	\$649,045	\$649,045

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

Fiscal Information:

CFDA Number: 93.855
EIN: 1952557063A1
Document Number: RAI083060A
Fiscal Year: 2010

	IC	CAN	2010	2011	2012
AI		8472297	\$533,738	\$502,609	\$525,295
MH		8472592	\$123,750	\$123,750	\$123,750

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

NIH Administrative Data:

PCC: A22H / OC: 414E / Processed: KEST 03/23/2010

SECTION II – PAYMENT/HOTLINE INFORMATION – 5R01AI083060-02

For payment and HHS Office of Inspector General Hotline information, see the NIH Home Page at <http://grants.nih.gov/grants/policy/awardconditions.htm>

SECTION III – TERMS AND CONDITIONS – 5R01AI083060-02

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

- The grant program legislation and program regulation cited in this Notice of Award.
- Conditions on activities and expenditure of funds in other statutory requirements, such as those included in appropriations acts.
- 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

(See NIH Home Page at <http://grants.nih.gov/grants/policy/awardconditions.htm> for certain references cited above.)

An unobligated balance may be carried over into the next budget period without Grants Management Officer prior approval.

This grant is subject to Streamlined Noncompeting Award Procedures (SNAP).

In accordance with P.L. 110-161, compliance with the NIH Public Access Policy is now mandatory. For more information, see NOT-OD-08-033 and the Public Access website: <http://publicaccess.nih.gov/>.

This award provides support for one or more clinical trials. By law (Title VIII, Section 801 of Public Law 110-85), the "responsible party" must register "applicable clinical trials" on the [ClinicalTrials.gov Protocol Registration System Information Website](http://ClinicalTrials.gov). NIH encourages registration of all trials whether required under the law or not. For more information, see http://grants.nih.gov/ClinicalTrials_fdaaa/

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

National Institute Of Mental Health (NIMH) National Institute Of Allergy And Infectious Diseases (NIAID)

Treatment of Program Income:
Additional Costs

SECTION IV – AI Special Terms and Conditions – 5R01AI083060-02

THIS AWARD CONTAINS GRANT SPECIFIC RESTRICTIONS. THESE RESTRICTIONS MAY ONLY BE LIFTED BY A REVISED NOTICE OF AWARD.

RESTRICTION: The grantee must notify the NIAID to add or change research protocols in Brazil. No funds for new protocols may be expended until all NIH administrative requirements have been met. The NIAID will notify the grantee via revised Notice of Award (NoA) when the NIH administrative requirements have been met.

RESTRICTION: This award is issued with the knowledge that subjects may be involved within the period of support, but definite plans were not set forth in the application as per 45 CFR 46.118. No human subjects may be involved in any project supported by this award until all requirements for Human Subjects research as identified in the PHS398/SF424 Instructions have been provided to and approved by NIH.

RESTRICTION: The present award is being made without a currently valid certification of IRB approval for this project with the following restriction: Only activities that are clearly severable and independent from activities that involve human subjects may be conducted pending the NIAID's acceptance of the certification of IRB review and approval.

No funds may be drawn down from the payment system and no obligations may be made against Federal funds for any research involving human subjects prior to the NIAID's notification to the grantee that the identified issues have been resolved and this restriction removed.

This non-competing award reflects an adjustment of the amount recommended on the previous Notice of Award, per the NIAID implementation of the NIH FY 2010 fiscal policy (See NIH Guide Notice NOT-OD-10-039). Future year recommended levels also have been adjusted consistent with the referenced Notice.

This award is co-funded by National Institute of Mental Health and the National Institute of Allergy and Infectious Diseases. All publications, posters, oral presentations at scientific meetings, seminars, and any other forum in which results of this co-funded research are presented must include a formal acknowledgement of the NIMH/NIAID support, citing the NIAID grant number as identified on this award document.

This award includes funds for subcontract/consortium activity with Fundacao Oswaldo Cruz: IPCEC, BRAZIL and is budgeted as follows:

	-Yr 2	-Yr 3
Total Direct Costs	\$12,289	\$17,973
F&A Costs @ 8%(MTDC)	\$983	\$1,438
TOTAL COSTS	\$13,272	\$19,411

Consortiums are to be established and administered as described in the NIH Grants Policy Statement. This written agreement with the consortium must address the negotiated arrangements for meeting the scientific, administrative, financial, and reporting requirements for this grant.

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This award includes funds for subcontract/consortium activity with Investigaciones Medicas en Salud (INMENZA), PERU and is budgeted as follows:

|                      |          |          |          |
|----------------------|----------|----------|----------|
|                      | -Yr 2    | -Yr 3    | -Yr 4    |
| Total Direct Costs   | \$12,261 | \$48,353 | \$43,578 |
| F&A Costs @ 8%(MTDC) | \$981    | \$3,868  | \$3,486  |
| TOTAL COSTS          | \$13,242 | \$52,221 | \$47,064 |

Consortiums are to be established and administered as described in the NIH Grants Policy Statement. This written agreement with the consortium must address the negotiated arrangements for meeting the scientific, administrative, financial, and reporting requirements for this grant.

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This award includes funds awarded for consortium activity with San Francisco Department of Public Health, New York Blood Center, University of Washington, University of California San Francisco, and New York University. Consortiums are to be established and administered as described in the NIH Grants Policy Statement (NIH GPS). The referenced section of the NIH Grants Policy Statement is available at http://grants1.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part12.htm#_Toc54600251, pages 224-227.

STAFF CONTACTS

The Grants Management Specialist is responsible for the negotiation, award and administration of this project and for interpretation of Grants Administration policies and provisions. The Program Official is responsible for the scientific, programmatic and technical aspects of this project. These individuals work together in overall project administration. Prior approval requests (signed by an Authorized Organizational Representative) should be submitted in writing to the Grants Management Specialist. Requests may be made via e-mail.

Grants Management Specialist: Laura A. Amidon
Email: amidonl@niaid.nih.gov **Phone:** 301-451-2687 **Fax:** 301-493-0597

Program Official: Grace C. Chow
Email: gchow@niaid.nih.gov **Phone:** 301-435-3747 **Fax:** 301-496-8530

SPREADSHEET SUMMARY
GRANT NUMBER: 5R01AI083060-02

INSTITUTION: PUBLIC HEALTH FOUNDATION ENTERPRISES

Budget	Year 2	Year 3	Year 4
Salaries and Wages	\$193,656	\$236,516	\$242,505
Fringe Benefits	\$58,097	\$70,954	\$72,752
Supplies	\$3,195	\$3,708	\$2,368
Travel Costs	\$40,992	\$42,222	\$43,488
Other Costs	\$10,098	\$27,731	\$32,300
Consortium/Contractual Cost	\$326,967	\$214,738	\$224,159
TOTAL FEDERAL DC	\$633,005	\$595,869	\$617,572
TOTAL FEDERAL F&A	\$24,483	\$30,490	\$31,473
TOTAL COST	\$657,488	\$626,359	\$649,045

Facilities and Administrative Costs	Year 2	Year 3	Year 4
F&A Cost Rate 1	8%	8%	8%
F&A Cost Base 1	\$306,038	\$381,131	\$393,413
F&A Costs 1	\$24,483	\$30,490	\$31,473

ATTACHMENT II

PERSONNEL AND SCOPE OF WORK

Principal Investigator: Buchbinder, S., MD

Dr. Buchbinder will be responsible for the overall scientific leadership and coordination of effort on the PUMA Project. She will be responsible for ensuring that the PUMA Project meets its study milestones and for ensuring coordination across 3 Project Teams. She is responsible for oversight of all of the formative research conducted in the PUMA Project, and for creation of the PUMA Protocol, a plan for an RCT that will be the final product of this application.

Dr. Buchbinder will serve as the primary liaison with the Principal Investigators at each of the study sites, and for liaison with the NIH Project Officers.

Dr. Fuchs will provide leadership to the PUMA team by working closely with the feasibility and intervention cores in developing counseling components focused on risk compensation, adherence, and other key behavioral messages informed by community input, literature reviews, and statistical modeling. He will work with Drs. Buchbinder and Liu to plan and implement the feasibility study to emerge from the formative stages of the project.

ATTACHMENT III
BUDGET ON NEXT PAGE

DETAILED BUDGET FOR INITIAL BUDGET PERIOD DIRECT COSTS ONLY						FROM 04/01/10	THROUGH 03/31/11	
PERSONNEL <i>(Applicant organization only)</i>		Months Devoted to Project			INST.BASE SALARY	DOLLAR AMOUNT REQUESTED <i>(omit cents)</i>		
NAME	ROLE ON PROJECT	Cal. Mnths	Acad. Mnths	Summer Mnths		SALARY REQUESTED	FRINGE BENEFITS	TOTAL
Susan Buchbinder	Principal Investigator	3.00			199,700	49,925	11,982	61,907
Jonathan Fuchs	Co- Investigator	1.20			183,092	18,309	4,394	22,703
SUBTOTALS →						68,234	16,377	84,611
CONSULTANT COSTS								
EQUIPMENT <i>(Itemize)</i>								
SUPPLIES <i>(Itemize by category)</i>								
TRAVEL								
PATIENT CARE COSTS		INPATIENT						
		OUTPATIENT						
ALTERATIONS AND RENOVATIONS <i>(Itemize by category)</i>								
OTHER EXPENSES <i>(Itemize by category)</i>								
						0		
CONSORTIUM/CONTRACTUAL COSTS					DIRECT COSTS			
SUBTOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD <i>(Item 7a, Face Page)</i>						\$ 84,611		
					FACILITIES AND ADMINISTRATIVE COSTS 24.4% of salaries			
						16,649		
TOTAL COSTS FOR INITIAL BUDGET PERIOD						\$ 101,261		