

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Board of Supervisors Meeting

Date: March 6, 2012

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"/>	Subcontract Budget
<input type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

OTHER:

Completed by: Annette Lonich

Date: March 1, 2012

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 – Enhancing Pre-Exposure Prophylaxis in Community Setting -
2 \$21,262]

3 **Resolution authorizing the San Francisco Department of Public Health to retroactively**
4 **accept and expend a Federal Pass-Through Private grant in the amount of \$21,262**
5 **from Public Health Foundation Enterprises, Inc., to participate in a program entitled**
6 **‘Enhancing Pre-Exposure Prophylaxis in Community Setting’ for the period of October 1,**
7 **2011, through June 30, 2012.**

8
9 WHEREAS, Public Health Foundation Enterprise, Inc. (PHFE) is the recipient of a grant
10 award from the National Institute of Health supporting the Enhancing Pre-Exposure
11 Prophylaxis in Community Setting; and

12 WHEREAS, With a portion of these funds, PHFE has subcontracted with San
13 Francisco Department of Public Health (DPH) in the amount of \$21,262 for the period of
14 October 1, 2011, through June 30, 2012; and

15 WHEREAS, As a condition of receiving the grant funds, PHFE requires the City to
16 enter into an agreement (Agreement), a copy of which is on file with the Clerk of the Board of
17 Supervisors in File No. 120207; which is hereby declared to be a part of this
18 Resolution as if set forth fully herein; and

19 WHEREAS, The purpose of this project is to oversee the creation of study plans for
20 enhancing pre-exposure prophylaxis in community setting and draft study related materials
21 including data collection forms; and

22 WHEREAS, An Annual Salary Ordinance amendment is not required as the grant
23 partially reimburses DPH for one existing position, one Senior Physician Specialist (Job Class
24 No. 2232) at .10 FTE for the period of October 1, 2011, through June 30, 2012; and
25

1 WHEREAS, A request for retroactive approval is being sought because DPH did not
2 receive notification of the award until December 13, 2011 for a project start date of October 1,
3 2011; and,

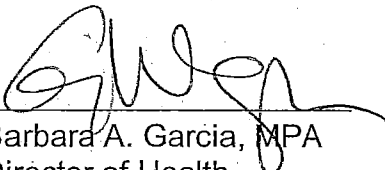
4 WHEREAS, The budget includes a provision for indirect costs in the amount of \$3,411;
5 now, therefore, be it

6 RESOLVED, That DPH is hereby authorized to accept and expend a grant retroactively
7 in the amount of \$21,262 from PHFE; and, be it

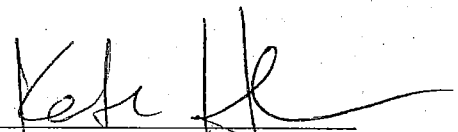
8 FURTHER RESOLVED, That DPH is hereby authorized to retroactively accept and
9 expend the grant funds pursuant to San Francisco Administrative Code section 10.170-1; and,
10 be it

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

13
14
15
16
17
18 RECOMMENDED:

19 
20 _____
21 Barbara A. Garcia, MPA
22 Director of Health

APPROVED:

23 
24 _____
25 Office of the Mayor



Office of the Controller

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 (select only one):

- 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 hearing on a subject matter at Committee:
- 4. Request for letter beginning "Supervisor inquires"
- 5. City Attorney request.
- 6. Call File No. from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No.
- 9. Request for Closed Session (attach written motion).
- 10. Board to Sit as A Committee of the Whole.
- 11. Question(s) submitted for Mayoral Appearance before the BOS on

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):

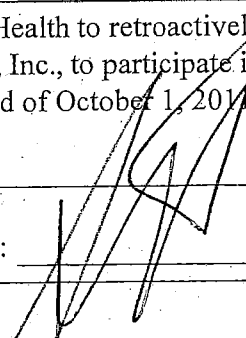
Supervisor Wiener

Subject:

Accept and Expend Grant - Enhancing Pre-Exposure Prophylaxis in Community Setting - \$21,262

The text is listed below or attached:

Resolution authoring the San Francisco Department of Public Health to retroactively accept and expend a grant in the amount of \$21,262 from Public Health Foundation Enterprises, Inc., to participate in a program entitled "Enhancing Pre-Exposure Prophylaxis in Community Setting" for the period of October 1, 2011, through June 30, 2012.

Signature of Sponsoring Supervisor: 

For Clerk's Use Only:

120207



Edwin M. Lee
Mayor

Barbara A. Garcia, MPA
Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Barbara A. Garcia, MPA
Director of Health *GTW*

DATE: February 1, 2012

SUBJECT: Grant Accept and Expend

GRANT TITLE: Enhancing Pre-Exposure Prophylaxis in Community Setting
- \$21,262

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

- Proposed grant resolution, original signed by Department
- Grant information form, including disability checklist -
- Budget and Budget Justification
- Grant application: Not Applicable. No application submitted. Asked to participate in the project.
- Agreement / Award Letter
- Other (Explain):

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Richelle-Lynn Mojica

Phone: 255-3555

Interoffice Mail Address: Dept. of Public Health, Office of Quality Management for
Community Programs, 1380 Howard St.

Certified copy required Yes

No

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

Grant Information Form
(Effective March 2005)

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

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

1. Grant Title: Enhancing Pre-Exposure Prophylaxis in Community Setting (EPIC)
2. Department: Department of Public Health
AIDS Office
HIV Research Section
3. Contact Person: Martin Soto Telephone: 554-4249
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$21,262
- 6a. Matching Funds Required: \$0
- b. Source(s) of matching funds (if applicable):
- 7a. Grant Source Agency: National Institute of Health (NIH)
- b. Grant Pass-Through Agency (if applicable): Public Health Foundation Enterprise, Inc (PHFE)
8. Proposed Grant Project Summary:

Dr. Fuchs will work with Dr. Ai Liu (PI) to oversee the creation of study plans for EPIC and draft study related materials including data collection forms. Dr. Fuchs will lead efforts to adapt the SMS telephone support intervention for use at the STD clinic, create standard of care counseling protocols and develop training manuals for EPIC staff. Dr. Fuchs will also assume a lead role in data analysis and manuscript development and be responsible for preparation of Project progress reports.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: 10/01/11 End-Date: 06/30/2012
- 10a. Amount budgeted for contractual services: \$0
- b. Will contractual services be put out to bid? No.
- c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? N/A
- d. Is this likely to be a one-time or ongoing request for contracting out? N/A
- 11a. Does the budget include indirect costs? Yes No
- b1. If yes, how much? \$3,411
- b2. How was the amount calculated? 24.84% of total salaries
- c. If no, why are indirect costs not included?
 Not allowed by granting agency To maximize use of grant funds on direct services
 Other (please explain):

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

12. Any other significant grant requirements or comments:

We respectfully request for approval to accept and expend these funds retroactively to 10/01/11. The Department received the cooperative agreement on December 13, 2011

Grant Code is: HCAO49/12

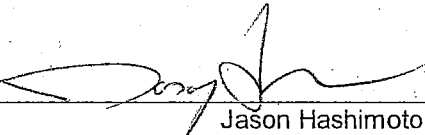
****Disability Access Checklist****

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

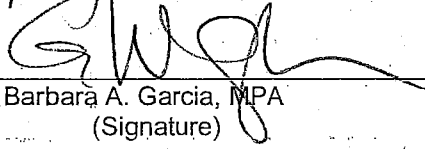
- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s) | <input checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <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: 2/2/12

Department Approval:  _____
Barbara A. Garcia, MPA
(Signature) Director of Public Health

City and County of San Francisco

Enhancing PrEP in Community Setting (EPIC)
BUDGET AND JUSTIFICATION
(October 1, 2011 to June 30, 2012)

I. Budget Justification

A. Personnel

B. Mandatory Fringe Benefit

1. 9.00 Cal Months Senior Physician Specialist: Fuchs, J., MD
Annual Salary = \$13,732
Mandatory Fringe Benefits (@ 30%) = \$4,119 \$17,849

Dr. Fuchs will work with Dr. Al Liu (PI) to oversee the creation of study plans for EPIC and draft study related materials including data collection forms.

Total SFDPH Salaries and Wages	\$ 13,732
Total SFDPH Mandatory Fringe Benefits	\$ 4,119
Total SFDPH Personnel	\$ 17,851

C. Consultant Costs \$0

D. Equipment \$0

E. Supplies \$0

F. Travel \$0

G. Other Expenses \$0

H. Contractual Costs \$0

Total Direct Costs \$17,851

I. Indirect Costs (24.84% of Total Direct Costs) \$ 3,411

Total Budget \$21,262

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
 AIDS Office - HIV Research Section
 Enhancing PrEP in Community Setting (EPIC)
 October 1, 2011 to June 30, 2012
 Monthly Expenditure and Projection Report

Dept / Div: HPH-03
 Fund Group: 2S/CHS/GNC
 Index Code: HCHPDHIVSVGR
 Grant Code: HCAO49
 Grant Detail: 1200 NIH Grant

CATEGORY/LINE ITEM	Annual Salary	30% Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	Comments
A. PERSONNEL											
1. Senior Physican Specialist 2232 5 J Fuchs	183,092	54,928	238,020	10%	0.10	15,258	9	13,732	4,119	17,849	
2. COLA (4%)											
3. STEP Increases (5%)											
TOTAL SALARY/FRINGE	183,092	54,928	238,020	10%	0.10	15,258	9	13,732	4,119	17,849	

00101 SALARIES
 00103 FRNG BN
 SUB TOTAL

13,732
 4,119
 17,851

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

0
 0
 0

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

0
 0

E. MATERIALS AND SUPPLIES
 1. Office supplies (04951)
 2. Non-inventoried equipmt (04921)
 3. Clinical supplies (04431)
 4. Laboratory supplies (04431)
 Sub Total SUPPLIES

0
 0
 0
 0

F. CONTRACTUAL SERVICES (02789)
 1. PHFE
 Sub Total CONTRACTS

0
 0

G. OTHER

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
 AIDS Office - HIV Research Section
 Enhancing PrEP in Community Setting (EPIC)
 October 1, 2011 to June 30, 2012
 Monthly Expenditure and Projection Report

Dept / Div: HPH-03
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 Grant Detail: 1200 NIH Grant

CATEGORY/LINE ITEM	Annual Salary	30% Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	Comments
--------------------	---------------	---------------------	---------------------------	-----------	----------	--------------	-----	---------------	-----------------	--------------	----------

1. Rent
2. Photocopier maint (02931)
3. Repro svc (In House)(03551)
4. Print/Slide svc (Outside)(03552)
5. Promotion and advertising(03599)
6. Client Stipends (02783)

Sub TOTAL OTHER

TOTAL DIRECT COST

17,851

BUDGET SUMMARY

A. SALARIES	13,732
B. MANDATORY FRINGE	4,119
C. TRAVEL	0
D. EQUIPMENT	0
E. MATERIALS AND SUPPLIES	0
F. CONTRACT / MOU	0
G. OTHER	0
DIRECT COSTS	17,851
H. INDIRECT COST (24.84% of salaries)	3,411
TOTAL BUDGET	21,262
AWARD	21,262
SURPL/(DEFICIT)	(0)



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 562.699.8836 ■ 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
ENHANCING PrEP IN COMMUNITY SETTINGS (EPIC)
(GRANT 1 R01 MH095628-01)

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ATTACHMENT III:	BUDGET

SUBCONTRACT AGREEMENT

SECTION 1. PARTIES TO THE AGREEMENT

1.1 THIS AGREEMENT IS ENTERED INTO THIS ____ DAY OF DECEMBER, 2011, BY AND BETWEEN PUBLIC HEALTH FOUNDATION ENTERPRISES, INC., (PHFE), A PRIVATE NON-PROFIT CORPORATION LICENSED TO DO BUSINESS IN THE STATE OF CALIFORNIA, AND THE CITY AND COUNTY OF SAN FRANCISCO (CCSF) TO CONDUCT A STUDY OF PATTERNS OF PILL-USE AND RISK PRACTICES AMONG MEN WHO HAVE SEX WITH MEN TAKING A DAILY PILL FOR HIV PREVENTION IN A COMMUNITY SETTING, ALSO KNOWN AS PRE-EXPOSURE PROPHYLAXIS, OR PREP 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 Mental Health (NIMH) of Bethesda, Maryland to participate in a study of patterns of pill-use and risk practices among men who have sex with men taking a daily pill for HIV prevention in a community setting, also known as pre-exposure prophylaxis, or PrEP under the technical leadership of the San Francisco City and County of San Francisco Health Department because PHFE has 43 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 Mental Health the option to subcontract services and acquisitions for the benefit of the project; 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 studies, 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 Mental Health; and

WHEREAS, it has been determined by PHFE and the National Institute of Mental Health that the application of the expertise and experience of CCSF is in the best interests of the objectives of the EPIC study 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 Mental Health, 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 Mental Health, that the foregoing was resolved and adopted.

IN WITNESS WHEREOF, the parties hereto have set their signatures this ____ day of December, 2011.

For the City and County of
San Francisco

For PHFE

Signature

Signature

Marcellina Ogbu, Director of Community Programs
(Print) Name/Title

Mark J. Bertier, CAE, Chief Executive Officer
(Print) Name/Title

Date

Date

12/13/11

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:

Marcellina Ogbu
Director of Community Programs
San Francisco Department of Public Health
1380 Howard Street - 5th Floor
San Francisco, CA 94103

and the Project Director will be

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 commence upon the date of October 1, 2011 through June 30, 2012. 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 \$21,262 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 #2417.001.001 on all invoice related correspondence and inquiries.

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

SECTION 9. CHANGES AND AMENDMENTS

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

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

SECTION 10. NOTICES

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

SECTION 11. ASSIGNMENT

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

SECTION 12. INDEPENDENT CONTRACTOR STATUS

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

SECTION 13. INDEMNIFICATION

- 13.1 CCSF and PHFE do agree hereby to indemnify, defend and save harmless each, their agents, officers and employees from and against any and all liability, expense including defense

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

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

SECTION 14. COMPLIANCE WITH LAWS

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

SECTION 15. RECORD RETENTION AND INSPECTION

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

SECTION 16. NONDISCRIMINATION

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

SECTION 17. COVENANT AGAINST CONTINGENT FEES

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

SECTION 18. PROPRIETARY RIGHTS

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

SECTION 19. EMERGENCY CONDITIONS, WORK ACTIONS, ACCIDENTS

- 19.1 CCSF must be willing to provide services contracted for during any work action or strike.
- 19.2 CCSF must report any accident arising out of the performance of this Agreement involving employees or the public to PHFE immediately.

SECTION 20. CONFLICT OF INTEREST/CONTRACTS PROHIBITED

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

SECTION 21. WAIVER

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

SECTION 22. TERMINATION FOR NON-APPROPRIATION

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

SECTION 23. AUTHORIZATION WARRANTY

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

ATTACHMENT I

NOTICE OF AWARD ON NEXT PAGES



Grant Number: 1R01MH095628-01

Principal Investigator(s):
Albert Ying-Hwa Liu, MD

Project Title: Enhancing PrEP in Community Settings (EPIC)

Arechiga, Victor
Contract Manager
12801 Crossroads Parkway
Suite 200
City of Industry, CA 91715

Award e-mailed to: svacko@phfe.org

Budget Period: 09/06/2011 – 06/30/2012
Project Period: 09/06/2011 – 06/30/2016

Dear Business Official:

The National Institutes of Health hereby awards a grant in the amount of \$523,396 (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, 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 Grant Number R01MH095628 from the National Institute Of Mental Health. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Institute Of Mental Health or the National Institutes of Health." Prior to issuing a press release concerning the outcome of this research, please notify the NIH awarding IC in advance to allow for coordination.

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.

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49-004 01/06/2011 09:00:00 01/06/2011 09:00:00

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

Sincerely yours,

William Christopher Tetlow
Grants Management Officer
NATIONAL INSTITUTE OF MENTAL HEALTH

Additional information follows

SECTION I – AWARD DATA – 1R01MH095628-01

Award Calculation (U.S. Dollars)

Salaries and Wages	\$106,650
Fringe Benefits	\$31,995
Consultant Services	\$27,450
Supplies	\$45,543
Travel Costs	\$3,379
Other Costs	\$143,055
Consortium/Contractual Cost	\$128,513

Federal Direct Costs	\$486,585
Federal F&A Costs	\$36,811
Approved Budget	\$523,396
Federal Share	\$523,396
TOTAL FEDERAL AWARD AMOUNT	\$523,396

AMOUNT OF THIS ACTION (FEDERAL SHARE) \$523,396

SUMMARY TOTALS FOR ALL YEARS			
YR	THIS AWARD	CUMULATIVE TOTALS	
1	\$523,396	\$523,396	
2	\$514,628	\$514,628	
3	\$488,772	\$488,772	
4	\$484,867	\$484,867	
5	\$503,177	\$503,177	

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

Fiscal Information:

CFDA Number: 93.242
 EIN: 1952557063A1
 Document Number: RMH095628A
 Fiscal Year: 2011

IC	CAN	2011	2012	2013	2014	2015
MH	8472592	\$523,396	\$514,628	\$488,772	\$484,867	\$503,177

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

NIH Administrative Data:

PCC: 9A-ASGA / OC: 414A / Processed: TETLOWW 08/31/2011

SECTION II – PAYMENT/HOTLINE INFORMATION – 1R01MH095628-01

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 – 1R01MH095628-01

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:

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

(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).

This award is subject to the requirements of 2 CFR Part 25 for institutions to receive a Dun & Bradstreet Universal Numbering System (DUNS) number and maintain an active registration in the Central Contractor Registration. Should a consortium/subaward be issued under this award, a DUNS requirement must be included. See <http://grants.nih.gov/grants/policy/awardconditions.htm> for the full NIH award term implementing this requirement and other additional information.

This award may be subject to the Transparency Act subaward and executive compensation reporting requirements of 2 CFR Part 170. See <http://grants.nih.gov/grants/policy/awardconditions.htm> for the full NIH award term implementing this requirement and additional award applicability information.

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. NIH encourages registration of all trials whether required under the law or not. For more information, see http://grants.nih.gov/ClinicalTrials_fdaaa/

Treatment of Program Income:
Additional Costs

SECTION IV – MH Special Terms and Conditions – 1R01MH095628-01

RESTRICTION - HUMAN SUBJECTS:

This award is issued subject to the following special condition:

NOTICE: Under governing regulations, Federal funds administered by the Department of Health and Human Services shall not be expended for and individuals shall not be enrolled in research unless the institution has an approved Assurance of Compliance with 45 CFR 46 on file in the Office for Human Research Protections (OHRP) and the project has been reviewed and approved by the Institutional Review Board (IRB) in accordance with the requirements in 45 CFR 46.

The present award is being made without currently valid certification of IRB approval for this project with the following restriction: Only activities which do not directly involve human subjects (i.e., are clearly severable and independent from those activities that do involve human subjects) may be conducted pending acceptance by the National Institute of Mental Health (NIMH) of certification of IRB approval. The certification of IRB approval must be received no later than December 31, 2011, via email attachment to: Eric.Padmore@NIH.gov. Failure to comply can result in suspension and/or termination of this award or withholding of support of the continuation award. 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 in this project until NIMH has accepted the certification of IRB.

AWARDED AMOUNT:

This award is based on the IRG recommendations as noted on the Summary Statement and follows NIMH Operating Guidelines which can be found at (<http://www.nimh.nih.gov/research-funding/grants/fy-2011-funding-strategy-for-research-grants.shtml>). In addition, in order to meet Institute program objectives within Fiscal Year 2011 budget constraints, grants may be administratively reduced below the level recommended by peer review.

BUDGET/PROJECT PERIOD ADJUSTMENT:

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NIH Grants & Financials - 09/15/2011 10:59:01 | Search for 09/15/2011 08:55:25

This grant has been selected under the NIMH plan to redistribute grant workloads more evenly throughout the year. Consequently, the initial budget period reflects a 6/30/2012 end date. Subsequent budget periods will begin on July 1st, and will be for a 12-month duration. Although this grant will have a slightly shorter budget period this year, it is awarded the full 12-month level of funds for the budget period. Additional time may be requested at the end of the project period if needed.

COMMITMENT OVERLAP:

A review of Other Support information provided in the application for this project indicates that with the award of this project, the effort commitment of the individuals named below may exceed 12 calendar months. If applicable, the grantee is responsible both for eliminating this over commitment (and any other over commitment of effort) and for obtaining appropriate prior approval(s) in accordance with NIH and institutional policy requirements.

Dr. Albert Liu

Dr. Jonathon Fuchs

Dr. Susan Buchbinder

Dr. Eric Vittinghoff

CONSORTIUM/CONTRACTUAL COSTS:

This award includes funds for consortium activity with SFDPH-PHP awarded in the amount of \$53,638 total costs. Each consortium is to be established and administered in accordance with the NIH Grants Policy Statement dated October 2010. No foreign performance site may be added to this project without the written prior approval of the National Institute of Mental Health.

Although a specific amount has been awarded for each consortium, the grantee retains standard rebudgeting authorities.

Yr 2 \$54,289 total costs

Yr 3 \$13,280 total costs

Yr 4 \$13,153 total costs

Yr 5 \$65,749 total costs

CONSORTIUM/CONTRACTUAL COSTS:

This award includes funds for consortium activity with University of Connecticut awarded in the amount of \$44,848 total costs. Each consortium is to be established and administered in accordance with the NIH Grants Policy Statement dated October 2010. No foreign performance site may be added to this project without the written prior approval of the National Institute of Mental Health. Although a specific amount has been awarded for each consortium, the grantee retains standard rebudgeting authorities.

Yr 2 \$45,746 total costs

Yr 3 \$23,329 total costs

Yr 4 \$23,796 total costs

Yr 5 \$48,545 total costs

CONSORTIUM/CONTRACTUAL COSTS:

This award includes funds for consortium activity with UCSF awarded in the amount of \$30,027 total costs. Each consortium is to be established and administered in accordance with the NIH Grants Policy Statement dated October 2010. No foreign performance site may be added to this project without the written prior approval of the National Institute of Mental Health. Although a specific amount has been awarded for each consortium, the grantee retains standard rebudgeting authorities.

Yr 2 \$30,613 total costs

Yr 5 \$30,328 total costs

PARTICIPANT RECRUITMENT - MILESTONES:

Future NIMH support for this study is contingent upon adequate participant recruitment based on projected milestones as approved in the Recruitment Milestone Reporting system (RMR) on 8/10/2011. It is expected that 60 of the 600 total projected participants will be recruited by April 1, 2012. This tri-yearly recruitment report should be submitted electronically to NIMH after each milestone period of April 1, August 1 and December 1 at <http://www.nimh.nih.gov/rmr>. In the event that actual recruitment falls significantly below projected milestones, NIMH may consider withholding future support and/or negotiating an orderly phase-out of this study. Information regarding the NIMH Policy for the Recruitment of Participants in Clinical Research is available at: <http://grants.nih.gov/grants/guide/notice-files/NOT-MH-05-013.html>

NON-COMPETING RENEWAL??

As of August 1, 2010 grantees must use eSNAP for electronic submission of progress reports for all grants awarded under the SNAP authorities. Information on eSNAP can be found at, <http://grants.nih.gov/grants/guide/notice-files/NOT-OD-10-093.html>

If not submitting the future year non-competing progress reports through eSNAP, an original should be submitted to:

???? Division of Extramural Activities Support, OER

???? National Institutes of Health

???? 6705 Rockledge Drive, Room 2207, MSC 7987

???? Bethesda, MD? 20892-7987 (for regular or US Postal Service Express mail)

???? Bethesda, MD? 20817 (for other courier/express mail delivery only)

PRIOR APPROVAL REQUESTS:

Any prior approval request should be directed to the current Grants Management Specialist named in the eRA Commons and may be sent by email (preferred) or, if necessary, by mail to the following address: Grants Management Branch, NIMH, 6001 Executive Blvd, Room 6115, MSC 9605, Bethesda, MD 20892-9605 (Express Mail: Rockville, MD 20852). Please refer to the NIH Grants Policy Statement for the activities and/or expenditures that require NIH prior approval at http://grants.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part7.htm#_Toc54600129

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: Eric Padmore

Email: padmoree@mail.nih.gov **Phone:** 301-496-3869 **Fax:** 301-480-1956

Program Official: Michael J Stirratt

Email: stirratm@mail.nih.gov **Phone:** 301-443-6802 **Fax:** 301-443-9719

SPREADSHEET SUMMARY

GRANT NUMBER: 1R01MH095628-01

INSTITUTION: PUBLIC HEALTH FOUNDATION ENTERPRISES

Budget	Year 1	Year 2	Year 3	Year 4	Year 5
Salaries and Wages	\$106,650	\$154,316	\$259,771	\$257,250	\$197,473
Fringe Benefits	\$31,995	\$46,295	\$77,932	\$77,175	\$59,241
Consultant Services	\$27,450	\$27,450	\$2,250	\$2,250	\$22,950
Supplies	\$45,543	\$882	\$3,855	\$2,320	\$2,268
Travel Costs	\$3,379	\$5,076			\$5,076
Other Costs	\$143,055	\$119,880	\$72,932	\$73,833	\$43,457
Consortium/Contractual Cost	\$128,513	\$130,648	\$36,609	\$36,949	\$144,622
TOTAL FEDERAL DC	\$486,585	\$484,547	\$453,349	\$449,777	\$475,087
TOTAL FEDERAL F&A	\$36,811	\$30,081	\$35,423	\$35,090	\$28,090
TOTAL COST	\$523,396	\$514,628	\$488,772	\$484,867	\$503,177

Facilities and Administrative Costs	Year 1	Year 2	Year 3	Year 4	Year 5
F&A Cost Rate	8.5%	8.5%	8.5%	8.5%	8.5%

1					
F&A Cost Base	\$433,072	\$353,899	\$416,740	\$412,829	\$330,465
1					
F&A Costs 1	\$36,811	\$30,081	\$35,423	\$35,090	\$28,090

ATTACHMENT II

PERSONNEL AND SCOPE OF WORK

Co-Principal Investigator: Fuchs, J., MD, MPH

Dr. Fuchs will work with Dr. Al Liu (Principal Investigator) to oversee the creation of study plans for EPIC and draft study related materials including data collection forms. Dr. Fuchs will lead efforts to adapt the SMS telephone support intervention for use at the STD clinic, create standard of care counseling protocols, and develop training manuals for EPIC staff. Dr. Fuchs will also assume a lead role in data analyses and manuscript development and be responsible for preparation of Project progress reports.

ATTACHMENT III

BUDGET ON NEXT PAGE

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

DETAILED BUDGET FOR INITIAL BUDGET PERIOD DIRECT COSTS ONLY						FROM	THROUGH	
						10/01/11	06/30/12	
PERSONNEL (Applicant organization only)		Months Devoted to Project			INST. BASE SALARY	DOLLAR AMOUNT REQUESTED (omit cents)		
NAME	ROLE ON PROJECT	Cal. Mnths.	Acad. Mnths.	Summer Mnths.		SALARY REQUESTED	FRINGE BENEFITS	TOTAL
Fuchs, Jonathan	PD/PI	0.9			183,092	13732	4120	17851
SUBTOTALS →						13732	4120	17851
CONSULTANT COSTS								0.
EQUIPMENT (Itemize)								0.
SUPPLIES (Itemize by category)								0.
TRAVEL								0.
PATIENT CARE		INPATIENT						0.
		OUTPATIENT						0.
ALTERATIONS AND RENOVATIONS (Itemize by category)								0.
OTHER EXPENSES (Itemize by category)								0.
CONSORTIUM/CONTRACTUAL COSTS						DIRECT COSTS		0.
SUBTOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD (Item 7a, Face Page)								\$17,851
CONSORTIUM/CONTRACTUAL COSTS						FACILITIES AND ADMINISTRATIVE COSTS		3,411
TOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD								\$21,262

