

File No. 100230

Committee Item No. 1

Board Item No. 9

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: City Operations & Neighborhood Ser. Date: March 22, 2010

Board of Supervisors Meeting

Date 3/30/10

#### Cmte Board

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
| <input checked="" 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"/>            | 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 checked="" type="checkbox"/> | Grant Information Form                       |
| <input checked="" 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 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"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

Completed by: Victor Young

Date March 18, 2010

Completed by: Victor Young

Date 3-23-10

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

0  
of cē ē

1 [Accept & Expend Grant –San Francisco Vaccine and Prevention Unit- \$47,759.]

2  
3 **Resolution authorizing the San Francisco Department of Public Health (DPH) to accept**  
4 **and expend retroactively a grant in the amount of \$47,759 from the Public Health**  
5 **Foundation Enterprises, Inc. to assist with a project entitled “San Francisco Vaccine**  
6 **and Prevention Unit;” for the period of January 1, 2010 though August 31, 2011.**

7  
8 WHEREAS, The Public Health Foundation Enterprise is the recipient of a grant award  
9 from the National Institutes of Health (NIH) to fund a project entitled “San Francisco Vaccine  
10 and Prevention Unit;” and,

11 WHEREAS, Through this grant, the Public Health Foundation Enterprises, Inc. (PHFE)  
12 has agreed to fund DPH in the amount of \$47,759 for the period of January 1, 2010 through  
13 August 31, 2011; and,

14 WHEREAS, This award is issued under the American Recovery and Reinvestment Act  
15 (ARRA) of 2009; 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. 100230; 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 one existing position, Senior Physician Specialist (Job Class #2232) at 0.10 FTE, for the  
22 period of January 1, 2010 through August 31, 2011; and,

23 WHEREAS, A request for retroactive approval is being sought because the DPH did  
24 not receive the award until February 8, 2010 and,

FILE NO.

RESOLUTION NO.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

WHEREAS, The grant budget includes a provision for indirect costs in the amount of \$8,089; now, therefore, be it

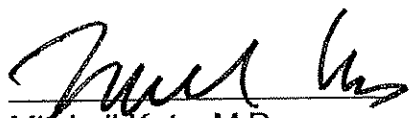
RESOLVED, That DPH is hereby authorized to accept and expend a grant in the amount of \$47,759 from PHFE; and, be it

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

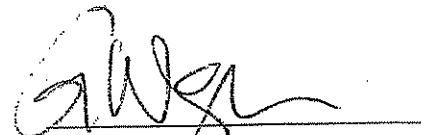
FURTHER RESOLVED, That the Controller is directed to designate the positions funded under this agreement as a "G" or grant-funded position which would terminate when the agreement expires; and, be it

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

RECOMMENDED:

  
\_\_\_\_\_  
Mitchell Katz, M.D.  
Director of Health

APPROVED:

  
\_\_\_\_\_  
Office of the Mayor

  
\_\_\_\_\_  
Office of the Controller



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 *Mitchell Katz*  
**DATE:** February 23, 2010  
**SUBJECT:** Accept and Expend Resolution  
**GRANT TITLE:** San Francisco Vaccine and Prevention Unit

---

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

- Proposed grant resolution, original signed by Department, Health Commission
- 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: San Francisco Vaccine and Prevention Unit
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: \$47,759
- 6a. Matching Funds Required: No  
b. Source(s) of matching funds (if applicable): N/A
- 7a. Grant Source Agency: NIH  
b. Grant Pass-Through Agency (if applicable): Public Health Foundation Enterprises, Inc. (PHFE)
8. Proposed Grant Project Summary:  
Dr. Jonathan Fuchs is a co-Investigator and leads both the clinical coordination of the study as well as the training of existing and new staff within the CTU and also on this project HPTN 061. Dr. Fuchs will oversee all clinical on the study, including direct supervision of the lead clinician on the study, Ms. Robyn Sera. He will oversee training for HPTN061 staff in protocol and peer health navigation referrals.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:  
Start-Date: January 1, 2010 End-Date: August 31, 2011
10. Number of new positions created and funded: None. The grant does not require an ASO amendment and partially reimburses the department for one existing position:  
Senior Physician Specialist, (Job Class #2232) at 0.10 FTE
11. If new positions are created, explain the disposition of employees once the grant ends? N/A
- 12a. Amount budgeted for contractual services: N/A  
b. Will contractual services be put out to bid? N/A  
c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? N/A  
d. Is this likely to be a one-time or ongoing request for contracting out? N/A

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

b1. If yes, how much? \$8,089

b2. How was the amount calculated? 26.51% of total salaries

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

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain):

14. Any other significant grant requirements or comments:

DPH respectfully requests for approval to accept and expend these funds retroactive to January 1, 2010. The Department received the grant award on February 8, 2010.

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

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

Existing Site(s)

Existing Structure(s)

Existing Program(s) or Service(s)

Rehabilitated Site(s)

Rehabilitated Structure(s)

New Program(s) or Service(s)

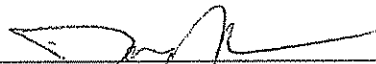
New Site(s)

New Structure(s)

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

Comments:

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

  
Jason Hashimpto

Date Reviewed: 2/23/10

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

  
Mitchell Katz, M.D.

Director of Public Health

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

<b>DETAILED BUDGET FOR INITIAL BUDGET PERIOD DIRECT COSTS ONLY</b>						FROM 1/1/2010	THROUGH 8/31/2011	
<i>PERSONNEL (Applicant organization only)</i>		Months Devoted to Project			DOLLAR AMOUNT REQUESTED (omit cents)			
NAME	ROLE ON PROJECT	Cal. Mnth	Acad. Mnth	Summer Mnth	INST.BASE SALARY	SALARY REQUESTED	FRINGE BENEFITS	TOTAL
Jonathan Fuchs	PD/PI	20.00			183,092	30,515	9,155	39,670
<b>SUBTOTALS</b> →						<b>30,515</b>	<b>9,155</b>	<b>39,670</b>
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>								
CONSORTIUM/CONTRACTUAL COSTS					DIRECT COSTS		39,670	
<b>SUBTOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD</b> <i>(Item 7a, Face Page)</i>								<b>\$</b>
CONSORTIUM/CONTRACTUAL COSTS					FACILITIES AND ADMINISTRATIVE COSTS		8,089	
<b>TOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD</b>								<b>\$ 47,759</b>





PUBLIC HEALTH  
FOUNDATION ENTERPRISES  
A 501 (c)(3) Nonprofit Corporation

11801 Crossroads Parkway South, Suite 200 ■ City of Industry, CA 91746 ■ 800.201.7320 Fax 562.699.8856 ■ [www.phfe.org](http://www.phfe.org)

SUBCONTRACT BETWEEN

PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.

AND

THE CITY AND COUNTY OF SAN FRANCISCO

ON A

PROJECT TO SUPPORT THE SAN FRANCISCO CITY AND COUNTY

DEPARTMENT OF PUBLIC HEALTH AIDS OFFICE

IN THE PROJECT

SAN FRANCISCO VACCINE AND PREVENTION UNIT

(GRANT 3U01AI069496-03S2)

TABLE OF CONTENTS

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

TABLES OF CONTENT, CONTD.

21.	WAIVER
-----	--------

- 22. TERMINATION FOR NON APPROPRIATION
- 23. AUTHORIZATION WARRANTY
- ATTACHMENT I: NOTICE OF GRANT AWARD
- ATTACHMENT II: SCOPE OF WORK
- ATTACHMENT III: BUDGET

SUBCONTRACT AGREEMENT

SECTION 1. PARTIES TO THE AGREEMENT

1.1 THIS AGREEMENT IS ENTERED INTO THIS \_\_\_\_\_ DAY OF FEBRUARY, 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 PERTINENT TO ON-GOING HIV VACCINE CLINICAL TRIALS 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 national program to develop and test candidate HIV vaccines for Phase III Clinical Trials through efficacy trials under the technical leadership of the San Francisco City and County of San Francisco Health Department because PHFE has 41 years of cost-effective experience in the organization, management, and administration of public health services throughout California; and a long-standing role as business coordinator of the said trials; and

WHEREAS, PHFE has been granted, through the authorities conveyed by Agreement with the 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 \_\_\_\_\_, 2010.

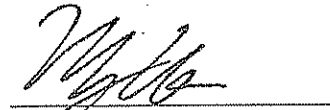
For the City and County of  
San Francisco

  
Signature

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

2/10/10  
Date

For Public Health Foundation Enterprises, Inc.

  
Signature

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

2/10/10  
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 reduction and prevention of HIV transmission research.

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 Aréchiga  
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 twenty months; from January 1, 2010 to August 31, 2011. The Agreement may be renewed, based upon an evaluation by PHFE and CCSF as warranted by the need to assure appropriate completion of the Study.

SECTION 7. CONTRACT SUM

7.1 The Contract Sum for this Agreement shall be for the total sum of \$47,759 which sum is authorized for the payment of items and services specified in Attachment II and Attachment III to this Agreement, "Scope of Work" and "Budget" respectively.

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

SECTION 8. INVOICES AND PAYMENTS

8.1 CCSF shall direct all inquiries relative to equipment purchases, salary payments, financial documentation, budget adjustments, and other requirements through the PHFE Contract Manager. CCSF shall refer to PHFE Program No. 2296.001.001 on all related invoices and correspondence.

8.2 CCSF will adhere to budget limitations and authorities as outlined in the NGA in submitting invoices and requesting payments. No adjustment will be made in these allowances except through duly authorized amendments to this Agreement, (Section 9), and the NGA.

- 8.3 CCSF will warrant that all purchases and other expenditures will comply with the certifications specified in the NGA pertaining to equal opportunity, avoidance of conflict of interest, and other fairness and disclosure regulations contained therein.

SECTION 9. CHANGES AND AMENDMENTS

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

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

SECTION 10. NOTICES

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

SECTION 11. ASSIGNMENT

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

SECTION 12. INDEPENDENT CONTRACTOR STATUS

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

SECTION 13. INDEMNIFICATION

- 13.1 CCSF and PHFE do agree hereby to indemnify, defend and save harmless each, their agents, officers and employees from and against any and all liability, expense including defense costs and reasonable legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, copyright infringement, or property damage arising from or connected with services performed pursuant to this Agreement, but only in proportion to and to the extent that such liability, expense, legal fees, or claims for damages are caused by or result from negligent or intentional acts or omission.



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

SECTION 14. COMPLIANCE WITH LAWS

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

SECTION 15. RECORD RETENTION AND INSPECTION

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

SECTION 16. NONDISCRIMINATION

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

SECTION 17. COVENANT AGAINST CONTINGENT FEES

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

SECTION 18. PROPRIETARY RIGHTS

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

SECTION 19. EMERGENCY CONDITIONS, WORK ACTIONS, ACCIDENTS

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

SECTION 20. CONFLICT OF INTEREST/CONTRACTS PROHIBITED

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

SECTION 21. WAIVER

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

SECTION 22. TERMINATION FOR NON-APPROPRIATION

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

SECTION 23. AUTHORIZATION WARRANTY

23.1 CCSF represents and warrants that the parties executing this Agreement are authorized agents who have the actual authority to bind CCSF on each and every one of the terms, conditions, and obligations set forth herein.

23.2 CCSF represents and warrants that the prices quoted and agreed herewith have been arrived at independently without consultation, communication, or agreement with any other party for purposes of restricting competition.

ATTACHMENT I  
NOTICE OF GRANT AWARD



Notice of Award

RESEARCH PROJECT COOPERATIVE AGREEMENT Issue Date: 09/01/2009  
Department of Health and Human Services  
National Institutes of Health  
NATIONAL INSTITUTE OF ALLERGY AND INFECTIOUS DISEASES



THIS AWARD IS ISSUED UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 AND IS SUBJECT TO SPECIAL HHS TERMS AND CONDITIONS AS REFERENCED IN SECTION III

**Grant Number:** 3U01AI069496-03S2

**Principal Investigator(s):**  
Susan Buchbinder, MD

**Project Title:** San Francisco Vaccine and Prevention Unit

Gerald Solomon  
PRESIDENT/ CEO  
PUBLIC HLTH FDN ENTERPRISES, INC  
13200 CROSSROADS PARKWAYS NORTH  
SUITE 135  
CITY OF INDUSTRY, CA 91746

**Award e-mailed to:** svacko@phfe.org

**Budget Period:** 09/01/2009 – 08/31/2011  
**Project Period:** 09/01/2009 – 08/31/2011

Dear Business Official:

The National Institutes of Health hereby awards a grant in the amount of \$2,521,856 (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 31 USC 6305 & 6306 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 U01AI069496 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/col/index.htm> provides additional information.

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

Sincerely yours,

Jane Paull  
Grants Management Officer  
NATIONAL INSTITUTE OF ALLERGY AND INFECTIOUS DISEASES

Additional information follows

---

**SECTION I – AWARD DATA – 3U01AI069496-03S2****Award Calculation (U.S. Dollars)**

Salaries and Wages	\$1,344,765
Fringe Benefits	\$407,031
Personnel Costs (Subtotal)	\$1,751,796
Supplies	\$32,635
Travel Costs	\$15,000
Other Costs	\$488,590
Consortium/Contractual Cost	\$50,793

Federal Direct Costs	\$2,338,814
Federal F&A Costs	\$183,042
Approved Budget	\$2,521,856
Federal Share	\$2,521,856
<b>TOTAL FEDERAL AWARD AMOUNT</b>	<b>\$2,521,856</b>

**AMOUNT OF THIS ACTION (FEDERAL SHARE) \$2,521,856**

**Fiscal Information:**

CFDA Number: 93:701  
EIN: 1952557063A1  
Document Number: UAI069496Z  
Fiscal Year: 2009

IC	CAN	2009
AI	8485144	\$2,521,856

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

**NIH Administrative Data:**

PCC: A28S / OC: 414N / Processed: PAULLJ 08/27/2009

---

**SECTION II – PAYMENT/HOTLINE INFORMATION – 3U01AI069496-03S2**

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 – 3U01AI069496-03S2**

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.)

**ARRA TERM OF AWARD:** This award provides additional funding for 5U01AI069496-03. This additional funding is provided under the American Recovery and Reinvestment Act of 2009 (ARRA) and is subject to the HHS-Approved Standard Terms and Conditions for ARRA. Approved text for NIH awards can be found at:

[http://grants.nih.gov/grants/policy/NIH\\_HHS\\_ARRA\\_Award\\_Terms.pdf](http://grants.nih.gov/grants/policy/NIH_HHS_ARRA_Award_Terms.pdf). Recipients should pay particular attention to the special quarterly reporting requirements required by Section 1512 of the Recovery Act as specified in Term #2. These special quarterly reporting requirements apply only to

this additional funding. Recipients should not include any information about the parent grant when responding to the quarterly reporting requirements.

Grantees are reminded to include specific information on the ARRA additional funding as part of the annual progress report(s) of the parent grant.

Separate financial reporting (SF 272 and Financial Status Reports) will be required to be submitted covering this additional funding. These will be in addition to any required financial reports for the parent grant.

Separate closeout documents (Final Progress Report, Final Financial Status Report, and Final Invention Statement) will also be required to closeout the Recovery Act funding at the time the ARRA funding ends. These closeout reports for the ARRA funding are required even when the parent grant continues.

ARRA funds provided under this award are not available for rebudgeting or carryover into the parent grant. Any ARRA funding remaining at the end of the funding period for this award must be reported as an unobligated balance.

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 NIH defined Phase III Clinical Trials. The NIH Policy for research supported as an NIH Phase III Clinical Trial has been amended in Section II.B. of the NIH Guidelines on the Inclusion of Women and Minorities as Subjects in Clinical Research – Amended October 2001 (see [http://grants.nih.gov/grants/funding/women\\_min/guidelines\\_amended\\_10\\_2001.htm](http://grants.nih.gov/grants/funding/women_min/guidelines_amended_10_2001.htm)).

A description of plans to conduct analyses, as appropriate, by sex/gender and racial/ethnic groups must be included in clinical trial protocols. Cumulative subject accrual and progress in conducting subset analyses must be reported to NIH in the annual Progress Reports. Final analyses of sex/gender and racial/ethnic differences must be reported in the required Final Progress Report or Competitive Renewal Applications (or Contract Renewals/Extensions) as stated in Section II.B. of the Guidelines.

This award represents the final year of the competitive segment for this grant. Therefore, see the NIH Grants Policy Statement (12/1/2003 version) for closeout requirements at: [http://grants.nih.gov/grants/policy/nihgps\\_2003/NIHGPs\\_Part8.htm#\\_Toc54600151](http://grants.nih.gov/grants/policy/nihgps_2003/NIHGPs_Part8.htm#_Toc54600151).

A final Financial Status Report (FSR) (SF 269) must be submitted through the eRA Commons (Commons) within 90 days of the expiration date; see NIH Guide Notice [NOT-OD-07-078](#) for additional information on this electronic submission requirement.

Furthermore, unless an application for competitive renewal is submitted, additional grant closeout documents consisting of a Final Invention Statement and Certification form (HHS 568), (not applicable to training, construction, conference or cancer education grants) and a final progress report must also be submitted within 90 days of the expiration date.

NIH also strongly encourages electronic submission of the final progress report and the final invention statement through the Closeout feature in the Commons. If the final progress report and final invention statement are not submitted electronically, copies of the HHS 568 form may be downloaded at: <http://grants.nih.gov/grants/forms.htm>.

Submissions of the final progress report and HHS 568 may be e-mailed as PDF attachments to the NIH Central Closeout Center at: [deascentralized@od.nih.gov](mailto:deascentralized@od.nih.gov)

Paper submissions of the final progress report and the HHS 568 may be faxed to the NIH Central Closeout Center at 301-480-2304 or mailed to the NIH Central Closeout Center at the following address:

NIH/OD/OER/DEAS  
Central Closeout Center  
6705 Rockledge Drive, Room 2207  
Bethesda, MD 20892-7987 (for regular or U.S. Postal Service Express mail)

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

The final progress report should include, at a minimum, a summary of progress toward the achievement of the originally stated aims, a list of significant results (positive and/or negative), a list of publications and the grant number. If human subjects were included in the research, the final progress report should also address the following:

- Report on the inclusion of gender and minority study subjects (using the gender and minority Inclusion Enrollment Form as provided in the PHS 2590 and available at <http://grants.nih.gov/grants/forms.htm>).
- Where appropriate, indicate whether children were involved in the study or how the study was relevant for conditions affecting children (see "Public Policy Requirements and Objectives-Requirements for Inclusiveness in Research Design-Inclusion of Children as Subjects in Clinical Research" in the PHS 398 at URL [http://grants.nih.gov/grants/policy/nihgps\\_2003/NIHGPs\\_Part5.htm#\\_Toc54600090](http://grants.nih.gov/grants/policy/nihgps_2003/NIHGPs_Part5.htm#_Toc54600090)).
- Describe any data, research materials (such as cell lines, DNA probes, animal models), protocols, software, or other information resulting from the research that is available to be shared with other investigators and how it may be accessed.

Note, if this is the final year of a competitive segment due to the transfer of the grant to another institution, then not all the requirements stated above are applicable. Specifically a Final Progress Report is not required. However, a final FSR is required and should be submitted electronically as noted above. In addition, if not already submitted, the Final Invention Statement is required and should be sent directly to the assigned Grants Management Specialist.

**Treatment of Program Income:**  
Additional Costs

---

**SECTION IV – AI Special Terms and Conditions – 3U01AI069496-03S2**

This award provides supplemental funds of \$1,743,942 Total Costs (\$1,618,524 Direct Costs and \$125,418 F&A Costs) for the San Francisco Department of Public Health Clinical Trials Unit (CTU) and the San Francisco Vaccine and Prevention Clinical Research Site (CRS) to support the HPTN 061 study. These funds provide support for the period 08/15/2009-07/31/2011. These funds are restricted for stated purpose, in request dated 07/27/2009, from Mark J. Bertler, President and CEO, Public Health Foundation, Incorporated, and may not be rebudgeted or used for any other purpose, without NIAID awarding unit approval.  
\*\*\*\*\*

This award provides supplemental funds of \$777,914 Total Costs (\$720,290 Direct Costs and \$57,624 F&A Costs). These funds provide support for the period 08/15/2009-07/31/2011. These funds are restricted for stated purpose, in request dated 04/17/2009, from Mark J. Bertler, President and CEO, Public Health Foundation, Incorporated, and may not be rebudgeted or used for any other purpose, without NIAID awarding unit approval.  
\*\*\*\*\*

This award provides additional funding for 5 U01 AI 69496-03. This additional funding is provided under the American Recovery and Reinvestment Act of 2009 (ARRA) and is subject to the HHS-Approved Standard Terms and Conditions for ARRA. Approved text for NIH awards can be found at: [http://grants.nih.gov/grants/policy/NIH\\_HHS\\_ARRA\\_Award\\_Terms.pdf](http://grants.nih.gov/grants/policy/NIH_HHS_ARRA_Award_Terms.pdf). Recipients should pay particular attention to the special quarterly reporting requirements required by Section 1512 of the Recovery Act as specified in Term #2. These special quarterly reporting requirements apply only to this additional funding. Recipients should not include any information about the parent grant when responding to the quarterly reporting requirements.

Separate financial reporting (SF 272 and Financial Status Reports) will be required to be submitted covering this additional funding. These will be in addition to any required financial reports for the parent grant.

Separate closeout documents (Final Progress Report, Final Financial Status Report, and Final Invention Statement) will also be required to closeout the Recovery Act funding at the time the ARRA funding ends. These closeout reports for the ARRA funding are required even when the parent grant continues.



ARRA funds provided under this award are not available for rebudgeting or carryover into the parent grant. Any ARRA funding remaining at the end of the funding period for this award must be reported as an unobligated balance

**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:** Chanee Williams  
 Email: cw174r@nih.gov Phone: 301-496-7075 Fax: 301-493-0597

**Program Official:** Bariatu Smith  
 Email: smithba@mail.nih.gov Phone: 301-496-8200 Fax: 301-402-3684

**SPREADSHEET SUMMARY**  
 GRANT NUMBER: 3U01AI069496-03S2

INSTITUTION: PUBLIC HEALTH FOUNDATION ENTERPRISES

<i>Budget</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>	<i>Year 6</i>	<i>Year 7</i>
Salaries and Wages	\$1,344,765				
Fringe Benefits	\$407,031				
Personnel Costs (Subtotal)	\$1,751,796				
Supplies	\$32,635				
Travel Costs	\$15,000				
Other Costs	\$488,590				
Consortium/Contractual Cost	\$50,793				
TOTAL FEDERAL DC	\$2,338,814				
TOTAL FEDERAL F&A	\$183,042				
TOTAL COST	\$2,521,856	\$0	\$0	\$0	\$0

<i>Facilities and Administrative Costs</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>	<i>Year 6</i>	<i>Year 7</i>
F&A Cost Rate 1	8%				
F&A Cost Base 1	\$2,288,021				
F&A Costs 1	\$183,042				

