File No	150741	Committee Ite Board Item N	em No
(COMMITTEE/BOAR AGENDA PACKE		
Committee:	Budget & Finance Sub-Co	<u>mmittee</u> I	Date <u>July 22, 2015</u>
Board of Su	pervisors Meeting	ļ	Date
Cmte Boar	·d		
	Motion Resolution Ordinance Legislative Digest Budget and Legislative A Youth Commission Report Introduction Form Department/Agency Cove MOU Grant Information Form Grant Budget Subcontract Budget Contract/Agreement Form 126 – Ethics Comm Award Letter Application Public Correspondence	ort er Letter and/d	
OTHER	(Use back side if addition	nal space is n	eeded)

Date July 17, 2015

_ Date_

Completed by: Linda Wong Completed by: Linda Wong

25.

[Accept and Expend Grant - Public Health Foundation Enterprises - San Francisco Bay Clinical Trials Unit - \$211,225]

Resolution retroactively authorizing the San Francisco Department of Public Health to accept and expend a grant in the amount of \$211,225 from Public Health Foundation Enterprises to participate in a program entitled "San Francisco Bay Clinical Trials Unit" for the period of December 1, 2014, through November 30, 2015.

WHEREAS, Public Health Foundation Enterprises is the recipient of a grant award from National Institutes of Health supporting the San Francisco Bay Clinical Trials Unit grant; and

WHEREAS, With a portion of these funds, Public Health Foundation Enterprises has subcontracted with Department of Public Health (DPH) in the amount of \$211,225 for the period of December 1, 2014, through November 30, 2015; and

WHEREAS, As a condition of receiving the grant funds, Public Health Foundation

Enterprises requires the City to enter into an agreement (Agreement), a copy of which is on
file with the Clerk of the Board of Supervisors in File No. 150741; which is hereby
declared to be a part of this Resolution as if set forth fully herein; and

WHEREAS, The purpose of this project will fund staff to be responsible for the overall scientific leadership of the Clinical Trial Unit and Bridge HIV Congressional Research Service and will prioritize research efforts. This project will also fund staff to oversee the overall scientific, operational and administrative aspects of the demonstration project and provide technical expertise and training; and

WHEREAS, The estimated grant amount of \$44,530 is budgeted in the FY2014-2015 Annual Appropriation Ordinance, an additional amount of \$166,695 was awarded from Public Health Foundation Enterprises, for a total amount of \$211,225 after the AAO already was approved; and

WHEREAS, An Annual Salary Ordinance amendment is not required as the grant partially reimburses DPH for three existing positions, one Manager VIII (Job Class No. 0943) at .20 FTE, one Senior Physician Specialist (Job Class No. 2232) at .5514 FTE and one Supervising Physician Specialist (Job Class No. 2233) at .10 FTE for the period of December 1, 2014, through November 30, 2015; and

WHEREAS, A request for retroactive approval is being sought because DPH did not receive the letter of funding allocation until April 9, 2015, for a project start date of December 1, 2014; and

WHEREAS, The budget includes a provision for indirect costs in the amount of \$32,953; now, therefore, be it

RESOLVED, That DPH is hereby authorized to retroactively accept and expend a grant in the amount of \$211,225 from Public Health Foundation Enterprises; 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 Director of Health is authorized to enter into the Agreement on behalf of the City.

RECOMMENDED:

Barbara A. Garcia, MPA Director of Health APPROVED:

Office of the Mayor

Office of the Controller

File Number:(Provided by Clerk of Board of Supervisors)
Grant Resolution Information Form (Effective July 2011)
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 Bay Clinical Trials Unit
2. Department: Department of Public Health Population Health Division – HIV Bridge
3. Contact Person: Martin Soto Telephone: 415-437-7029
4. Grant Approval Status (check one):
[X] Approved by funding agency [] Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$211,225
6a. Matching Funds Required: \$0 b. Source(s) of matching funds (if applicable):
7a. Grant Source Agency: National Institutes of Health (NIH) b. Grant Pass-Through Agency (if applicable): Public Health Foundation Enterprises (PHFE)
8. Proposed Grant Project Summary: This grant will pay for Dr. Buchbinder to be responsible for the overall scientific leadership of the Clinical Trial Unit (CTU) and Bridge HIV Congressional Research Service (CSR), and will prioritize research efforts. She will lead manuscript development at the site, assisting in research design and analysis, presentation and publication of data. This grant will pay Dr. Liu to be responsible for the overall scientific, operational and administrative aspects of the demonstration project. As the lead investigator of the San Francisco site, he will oversee overall study implementation at this site and will be responsible for study enrollment and retention, data collection, evaluation and reporting of AEs, clinical management of study participants, and quality management. This grant will pay Dr. McFarland to be responsible for providing technical expertise and training for the implementation of RDS among transwomen in Rio de Janeiro, Brazil. He will assist with the formative assessment phase to ensure that the theoretical underpinnings of RDS are met in the study population and context, standardize the procedures for implementation, monitor data quality, and assist with the specialized analyses RDS requires. Dr. McFarland will also coordinate measures and methods with the Brazilian National AIDS Program.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: 12/01/2014 End-Date: 11/30/2015
10a. Amount budgeted for contractual services: \$0 b. Will contractual services be put out to bid? No, existing services
 c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements?
d. Is this likely to be a one-time or ongoing request for contracting out? N/A
11a. Does the budget include indirect costs? [X] Yes [] No

b1. If yes, how much? \$32,953 b2. How was the amount calculated? 24.03% of Salaries

	c1. If no, why are indirect costs not included? N/A [] Not allowed by granting agency [] Other (please explain): [] To maximize use of grant funds on direct services
	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 retroactive to December 01, 2014. The Department received the letter of funding allocation on April 09, 2015. Grant Code: HCD119/1500
	Disability Access Checklist*(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)
	13. This Grant is intended for activities at (check all that apply):
	[X] 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)
	14. The Departmental ADA Coordinator 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 disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:
	1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
	2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
	Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.
	If such access would be technically infeasible, this is described in the comments section below:
	Comments:
	Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:
N	Ron Weigelt (Name)
	Director of Human Resources and Interim Director, EEO, and Cultural Competency Programs (Title)
	Date Reviewed: 5-12-15 (Signature Required)
	Department Head or Designee Approval of Grant Information Form:
	Barbara A. Garcia, MPA
	(Name)
	Director of Health (Title)
	(Title) Date Reviewed: 5/4/15
	(Signature Required)

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH AIDS Office Research Section San Francisco Bay Clinical Trail Unit December 01, 2014 to November 30, 2015 Monthly Expenditure and Projection Report

178,272

Dept / Div; Fund Group: Index Code: Grant Code: Grant Detail: HPH-03 2S/CHS/GNC HCHIVRSRCHGR hcd119 1500

TOTAL DIRECT COST

OATEOODY!! INFITEM		30.0%	T-4-1 A	a, 0E	W 05			8-1	54. 5	7-4-1	
CATEGORY/LINE ITEM	Annual Salary	Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	
PERSONNEL											
HIV Bridge Director 2237 5 S. Buchbinder	181,500	54,450	235,950	20.00%	0.200	15,125	12	36,300	10,890	47,190	Budget A
Sr Physican Specialist 2232 5 A. Liu	181,500	54,450	235,950	16.00%	0.160	15,125	12	29,040	8,712	37,752	Budget A
Sr Physican Specialist 2232 5 A. Litu	183,500	55,050	238,550	29.135%	0.291	15,292	12	53,463	16,038	69,501	Budget B
Sr Physican Specialist 2232 5 A. Liu	183,500	55,050	238,550	10,00%	0.100	15,292	8	12,220	3,666	15,886	Budget C
Sr Physican Specialist 2233 5 W. McFarland	183,500	55,050	238,550	10.00%	0.100	15,292	4	6,110	1,833	7,943	Budget C
3 COLA						,				0	
TOTAL PERSONNEL:	913,500	274,050	1,187,550		0.851			137,133	41,139	178,272	
00101 SALARIES: 00103 MANDATORY FRINGE: TOTAL PERSONNEL:			(pr						-	137,133 41,139 178,272	
TRAVEL 1. Local Travel (02301) 2. Out-of-Jurisdiction Travel(02101) Sub Total TRAVEL										0 0	
. EQUIPMENT 1. Sub Total EQUIPMEN	т	•								0	•
MATERIALS AND SUPPLIES									•		-
1. Sub Total SUPPLIES										0 0	
CONTRACTUAL SERVICES (02789)										_	
1. Sub Total CONTRACT	rs		i							0 0	
OTHER 1. Rent Paid to RE (001RR) 2. IS/TIS/ISD SVcs (081C5) 3 IS/TIS/ISD SVcs (081C5) Sub TOTAL OTHER										0	_

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH AIDS Office Research Section San Francisco Bay Clinical Trail Unit December 01, 2014 to November 30, 2015 Monthly Expenditure and Projection Report

HPH-03 2S/CHS/GNC HCHIVRSRCHGR

Dept / Div: Fund Group: Index Code: Grant Code:

Grant Detail:

hcd119 1500

\$183,500 SALARY CAPS PER NIH GUIDES eff 01.11.15

	•	BUDGET SUMMARY	
A & B.	TOTAL PERSONNEL (SALARIES & FRINGE)		178,272
C.	TRAVEL	•.	0
D.	EQUIPMENT		0
E.	MATERIALS AND SUPPLIES		0
F.	CONTRACT / MOU		, о
G.	OTHER		0
	DIRECT COSTS		178,272
H.	INDIRECT COSTS (24.03% of salaries)		32,953
	TOTAL BUDGET		211,225
	AWARD		211,225
	SURPLUS/IDEFICIT)		(0)

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

San Francisco Bay Clinical Trails

BUDGET JUSTIFICATION

December 01, 2014- November 30, 2015

- A. PERSONNEL
- B. MANDATORY FRINGE
- 1. 0943 Manager VIII (HIV Bridge Director): Susan Buchbinder

Annual Salary \$181,500 x 0.20 FTE for 12 month = \$36,300 Mandatory Fringe Benefits (@ 30%) = \$10,890 \$47,190

Dr. Buchbinder serves as the Director of Bridge HIV. She has been the PI of the previous San Francisco Department of Public Health CTU, which is now affiliated with HVTN, HPTN, and MTN. She helps direct the HVTN (through the Executive Management Team) and the HPTN (by co-chairing the Integrated Strategies Working Group). Dr. Buchbinder will be PI of the SFBay CTU with Dr. Diane Havlir, as well as being the Leader of the Bridge HIV CRS. Dr. Buchbinder will be responsible for the overall scientific leadership of the CTU and Bridge HIV CRS, and will prioritize research efforts. She will have final decision-making authority for the CRS; she and Dr. Haylir will share decision making authority for the CTU. She will oversee study implementation at the CRS, ensuring that Division Directors have the resources and skills needed to successfully carry out their protocols, and provide guidance and mentorship to them. She will lead manuscript development at the site, assisting in research design and analysis, presentation and publication of data. She will be the primary liaison to the HVTN, HPTN, and MTN. Dr. Buchbinder will provide input into local study operations including recruitment strategies, decisions about enrollment of potential study volunteers, evaluation of AEs, and quality management issues (including review of study records at the initiation of study protocols). She will review all SAEs and provide clinical cross-coverage for all HVTN study participants. She will continue to serve on the HVTN Executive Management Team, chair the HVTN Efficacy Trials Design Working Group and Investigators Group, and serve on a number of committees and working groups. She will continue to co-chair the HPTN Integrated Strategies Working Group and serve on HPTN committees. She will also chair protocols for all Networks with which she is affiliated.

2. 2232 – Sr. Physician Specialist: Albert Liu, MD Annual Salary \$181,500 x 0.16 FTE for 12 month = \$29,040 Mandatory Fringe Benefits (@ 30%) = \$8,712 \$37,752

2232 – Sr. Physician Specialist: Albert Liu, MD Annual Salary \$183,500 x 0.29135 FTE for 12 month = \$53,463

\$69,501

Mandatory Fringe Benefits (@ 30%) = \$16,038

2232 – Sr. Physician Specialist: Albert Liu, MD Annual Salary \$183,500 x 0.10 FTE for 8 month = \$12,220 Mandatory Fringe Benefits (@ 30%) = \$3,666 \$15,886

Dr. Liu will co-chair the SFBay CTU Operations Steering Committee and be a major contributor to HPTN and MTN. He will also serve as Co-Leader of the Bridge HIV CRS, providing overarching leadership and mentorship to all of the teams. He will directly oversee all PrEP and microbicide trials conducted at Bridge HIV, including their regulatory and laboratory components, and directly supervise the clinical staff and Study Coordinator. Dr. Liu will be responsible for the overall scientific, operational and administrative aspects of the demonstration project. As the lead investigator of the San Francisco site, he will oversee overall study implementation at this site and will be responsible for study enrollment and retention, data collection, evaluation and reporting of AEs, clinical management of study participants, and quality management. Also, along with the protocol co-chairs, he will have responsibility for achieving the overall specific aims of the project, for maintaining the proposed project schedule, ensuring quality control over all aspects of this project, and data analyses and publication of results.

3. 2233 – Supervising Physician Specialist: Willi McFarland, MD Annual Salary \$183,500 x 0.10 FTE for 4 month = \$6,110 Mandatory Fringe Benefits (@ 30%) = \$1,833 \$7,943

Willi McFarland, MD, PhD, MPH (co-Investigator) is the Director of the Center for Public Health Research (CPHR) at the San Francisco Department of Public Health and Professor of Epidemiology and Biostatistics at the University of California San Francisco (UCSF). Dr. McFarland has over 20-years' experience in sampling and recruiting hidden and hard-to-reach populations for HIV epidemiology, surveillance, and prevention research, including over 10-years' experience with respondent-driven sampling (RDS), and 11 years of experience working in Brazil. He has also been PI for several studies of transgendered persons, including a current NIH-funded study on new methods for probability-based sampling of transmen (R21HD071765). For the current application, Dr. McFarland will provide technical expertise and training for the implementation of RDS among transwomen in Rio de Janeiro, Brazil. He will assist with the formative assessment phase to ensure that the theoretical underpinnings of RDS are met in the study population and context, standardize the procedures for implementation, monitor data quality, and assist with the specialized analyses RDS requires. Dr. McFarland will also coordinate measures and methods with the Brazilian National AIDS Program.

 Total Salaries
 \$137,133

 Total Fringe
 \$41,139

 TOTAL PERSONNEL:
 \$178,272

C.	TRAVEL	\$0
D.	EQUIPMENT	\$0
E.	SUPPLIES	\$0
F.	CONTRACTUAL	\$0
G.	OTHER	\$0
	TOTAL DIRECT COSTS	\$178,272
H.	INDIRECT COSTS (24.03% of Salaries)	\$32,953
	TOTAL BUDGET:	\$211.225



12801 Crossroads Parkway South, Suite 200 City of Industry, CA 91746 P: 800.201.7320 F:562.692 6950 www.phfe.org

Public Health Foundation Enterprises

SUBCONTRACT AMENDMENT BETWEEN

PUBLIC HEALTH FOUNDATION ENTERPRISES, INC. AND CITY AND COUNTY OF SAN FRANCISCO

Subcontract Amendment 1 0325.015.001 SF Bay Area CTU

Article 4 - Payment for Services:

The maximum amount payable shall not exceed \$211,225. This is an increase of \$110,582 over the budget in the executed agreement dated December 1, 2014. This increase is reflected in the attached revised Exhibits B.

Exhibit D - Form of Invoice:

Final invoices must be signed, marked "Final," and have the statement, "This final invoice represents that all deliverables have been met."

All other terms and conditions of this agreement remain in full force and effect.

Authorized signatures completing Subcontract Amendment 1 are provided below.

For Public Health Foundation Enterprises, Inc.:

Peter Dale	4/9/2015
Peter Dale, Director, Contract and Grant Management	Date
For the City and County of San Francisco:	4/7/15
Tomas Aragón, Director, Population Health Division	Date

Exhibit B: Budget A

DETAILED BUDG					or (Last, first, middle):		ibinder, S.	and Haviir, D.
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NAME	PROJECT	Mnths	Aced, Mnths	Mnths	INST BASE SALARY	REQUESTED	BENEFITS	TOTAL
СТИ			Effort	 				
Susan Buchbinder	Co-Investigator	2.4	20%		181,500	36,300	10,8	90 47,190
Albert Liu	Co-Investigator	1.9	16%	ļ	181,500	29,040	8,7	12 37,752
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SUPPLIES (Itemize by category					•			· · · ·
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TRAVEL								
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OTHER EXPENSES (Itemize by	category)							
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SUBTOTAL DIRECT COS			רבמטט	(Item 7.8,				84,942
CONSORTIUM/CONTRACTUAL					CTU Subs to UCSF at	nd SFDPH	24.03%	15,701
TOTAL DIRECT COSTS F	OR INITIAL BUD	GET P	ERIOD					100,643
PHS 398 (Rev. 6/09)								Form Page 4

Exhibit B: Budget B

Pr⊞ Dem o 0325,015.90	33 Principal Investiga	ator/Program			TUROUGU	Buchbinder, S	Susan
			,	ROM	THROUGH	GRANT NUME	SEK
DETAILED BUDGE			40	14 1204 4	11/30/15		Al069496
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Enter Dollar Amounts Rec	quested (omit cents) for Salar	y Request	ed and Fringe B	enefits		
	ROLEON	Cal.	Acad,		SALARY	FRINGE	
NAME	PROJECT	Mnths	Mnths	Summ. Mnths	REQUESTED	BENEFITS	TOTAL
Albert Liu	Protocol Chair	3.50			53,463	16,039	69,501
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					53,463	16,039	69,501
CONSULTANT COSTS							
							
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TOTAL DIRECT COS		BUDGET					82,348
DUC 2500 (Pey 06/00)		<u>-</u>	Page 5				Form Page 2

Exhibit B: Budget C

Brazil 0325.015.908	Principal investig	ator/Program				Buchbinder, S	Susan	
				FROM	THROUGH	GRANT NUME	BER	
DETAILED BUDGET FOR NEXT BUDGET					4			
	CT COSTS ON		12	1/2014	11/30/15	UM1Al069496		
List PERSONNEL (Applica Use Cal, Acad, or Summe			Project					
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NAME	PROJECT	Cal. Mnths	Acad. Moths	·Summ. Moths	REQUESTED	BENEFITS	TOTAL	
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Albert Liu	co-Investigator	0.80	10% fc	r 8 months	12,220	3,666	15,886	
Willie McFarland	co-investigator	0.40	10% fo	r 4 months	6,110	1,833	7,943	
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					18,330	5,499	23,829	
CONSULTANT COSTS					10,000	0,400	20,020	
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SUBTOTAL DIRECT	COST FOR NEX	T BUDG	ET PER	IOD			23,829	
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CONSORTIUM/CONTRAC	TUAL COSTS		SFDF	HIndirects 24	4.03% of Salary		4,405	
TOTAL DIRECT COS	TS FOR NEXT E	SUDGET	PERIOD)			28,234	
DUS 2500 (Pey 06/00)	··		Page 5				Form Page 2	



12801 Crossroads Parkway South, Suite 200 City of Industry, CA 91746 P: 800.201.7320 F:562.692.6950 www.phfe.org

[SUBCONTRACT/SUBAWARD] AGREEMENT BETWEEN

PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.

	THE CITY AND COUNTY OF SAN FRANCISCO
<u></u>	[SUBCONTRACTOR/SUBAWARDEE NAME]

This [Subcontract/Sub-Award] Agreement (this "Agreement") is made and entered into as of December 1, 2014 by and between PUBLIC HEALTH FOUNDATION ENTERPRISES, INC., a 501(c)(3) California nonprofit corporation (hereinafter referred to as "PHFE"), and the party identified in Section 1 below (hereinafter be referred to as "Subcontractor/Subawardee".

RECITALS

- A. PHFE has been granted an award by <u>National Institutes of Health</u> (the "<u>Funding Agency</u>"), under contract number <u>5UM1Al069496-09</u> (the "<u>Funding Award Agreement</u>") under which PHFE and its subcontractors and subawardees will <u>See Exhibit A</u> (the "<u>Program</u>");
- B. Subcontractor/Subawardee has expertise in the areas of See Exhibit A, which expertise can assist PHFE to perform its obligations under the Funding Award Agreement; and
- C. PHFE desires to engage the services of Subcontractor/Subawardee to assist PHFE in the performance of certain of its obligations under the Funding Award Agreement as set forth herein.

AGREEMENT

1. IDENTITIES OF PARTIES.

SUBCONTRACTOR/S Legal Name of Subco		plete: and County of San Francisco
DBA of Subcontractor	r/Subawardee: <u>SFDPH</u>	
Type of Entity:	Sole Proprietorship	Partnership
	Corporation	Limited Liability Company
State of Organization	(if an entity): <u>California</u>	

	Address:	101 Grove S	t, Rm 402			
	City/State	e/Zip: <u>San Fr</u>	ancisco, CA	94102		
	Business	Telephone:	(415) 554-	-2778		
	Social	Security	or	Employer	Identification	Number:
	License N	umber and E	xpiration Da	te, if any: <u>94-600</u>	0417	
	Email Add	lress: <u>sajid.s</u>	haik@sfdph	org,		
	Name of F	Principal Inve	stigator/Pro	ject Coordinator: <u>S</u>	Susan Buchbinder	·
	Phone Nu	mber of Prin	cipal Investig	gator/Project Coor	dinator: <u>(415) 437-74</u>	79
	(Required		who receive	_	e Audit with the Feder the aggregate amount	
	X	Yes 1	No			
	If yes, has	Subcontract	or/Subaward	lee filed the requi	red Single Audit?	
	X	Yes 1	Νo			
	(If yes, sub	mit copy to	PHFE prior to	o signing this Agre	ement)	
	Download	A-133 at htt	p://sfcontro	ller.org/index.asp	x?page=402	
	PHFE:					
	12801 Cro City of Ind	alth Foundati ssroads Park ustry, CA, 91 ohone Numb	way South, S 746-3505	uite 200		
	Program N	lame: <u>SF Ba</u>	y Clinical Tria	als Unit		
	Program/C	CID #: <u>0325.0</u>	15.001 CFD/	A: <u>93,855</u> (One per	agreement)	
	Contracts	Manager Nai	ne: Shane	Vigil		
	Program I	Director Nan	ne: <u>Susan B</u>	svigil@phfe.org uchbinder Telep uchbinder@sfdph	hone Number: (415)	4 <u>37-7407</u>
(Rev July	/ 1, 2012)			Page 2 of 23		ınitiaلے
						PHFE PD
					Subcontractor/	Subawardee BS

2. SCOPE OF SERVICES.

	(a)		Service	es.	Subco	ntract	or/Suba	warde	e sha	ill pe	rform	the	servi	ces,	duties	and
obliga	tions	set	forth	in the	Stat	ement	of Wor	k (" <u>sc</u>	<u>W"</u>) :	attach	ed a	<u>Exhi</u>	bit A	<u>heret</u>	whi ر <u>ونا</u>	ch is
made	a pa	rt he	ereof a	nd inc	orpoi	ated h	erein by	refer	ence	(the "	Servi	es").	The S	ervic	es rela	te to
Sectio	ns <u>E</u>	xhib	it C a	nd <u>n/a</u>		_ of th	e Fundi	ng Aw	ard A	green	nent.	Subc	ontrac	tor/S	Subawa	rdee
shall p	perfo	rm t	he Ser	vices i	n acc	ordanc	e with t	he spe	cifica	tions,	time	tables	and r	equir	rement	s set
forth	in t	the	SOW	and	this	Agree	ment.	I	HFE	may,	in	its d	iscreti	on,	provide	e to
Subco	ntrac	tor/:	Subaw	ardee	a co	py of	the Fun	iding .	Award	Agre	eme	nt or	the re	eleva	nt sect	tions
thered	of. If	Subo	contra	ctor/Si	ubawa	ardee i	s provid	ed wit	h a co	py of	the F	undin	g Awai	rd Ag	reeme	nt or
the re	elevar	nt se	ections	there	of, S	ubcont	ractor/S	ubawa	rdee	shall	caret	ully r	eview	then	n and	shall
perfor	m th	e Se	rvices	in acc	ordan	ce witl	n the sp	ecifica	tions,	timet	ables	and i	equire	men	ts set f	forth
therei	n.															

(b)	Location(s)	of Services.	Subcontractor,	/Subawardee	shall	perform	the	Services	at
the following le	ocation(s):	Please com	plet e :	. *					

25 Van Ness Av Ste 100			
San Francisco CA 94102	-	 	
San Francisco, CA 94102			

- (c) <u>Subcontractor/Subawardee</u> <u>Principal Investigator/Project Coordinator.</u> Subcontractor/Subawardee shall appoint the Principal Investigator/Project Coordinator (the "PI") identified above to be primary point of contact with PHFE and the Funding Agency with respect to the Services and to have primary responsibility within Subcontractor's/Subawardee's organization for the performance of the (technical or programmatic) aspects of the Services. Subcontractor/Subawardee shall not replace or reassign the PI without PHFE's and the Funding Agency's prior written approval.
- (d) <u>PHFE Project Director</u>. The PHFE Project Director identified above shall be primarily responsible on behalf of PHFE for the overall direction of the Services, including review and approval of Subcontractor's/Subawardee's performance of the Services. PHFE will notify Subcontractor/Subawardee if PHFE replaces or reassigns such Project Director.
- (e) <u>Performance Reporting.</u> If requested by PHFE or the Funding Agency, Subcontractor/Subawardee shall submit a final technical or performance report, annual performance report, and quarterly performance reports. The final report shall be due 30 days after expiration or termination of this Agreement; annual reports and quarterly reports shall be due 30 days after the reporting period. Subcontractor/Subawardee shall also provide any other reports as may be requested by PHFE. Performance reports shall include a comparison of actual accomplishments with goals and objectives established for the period, findings of the PI, or both, as requested by PHFE. Where possible, quantitative output data should be related to cost data for computation of unit costs. Other pertinent information will include, when appropriate, the reasons why established goals were not met and an analysis. Subcontractor/Subawardee shall immediately

(Rev July 1, 2012)

Page 3 of 23

PHFE Subcontractor/Subawardee

notify PHFE of developments that have a significant impact on the performance of the Services hereunder and of any problems, delays, or adverse conditions that materially impair its ability to meet the objectives of the Services, including providing a statement of the action taken or contemplated and any assistance needed to resolve the situation.

3. COMPLIANCE WITH FUNDINGAWARD AGREEMENT AND LAWS AND REGULATIONS; FLOW DOWN PROVISIONS

- (a) <u>Compliance with Funding Contract</u>. Subcontractor/Subawardee shall comply with, and shall ensure that all of its personnel and lower-tier subcontractors comply with, all of the rules, requirements and restrictions set forth in the Funding Award Agreement that are applicable to Subcontractor/Subawardee and Subcontractor's/Subawardee's activities.
- (b) Flow Down Provisions. Without limiting the generality of Section 3(a) above, Subcontractor/Subawardee shall comply with, and shall ensure that all of its personnel and lowertier subcontractors comply with, all of the flow-down provisions of the Funding Award Agreement applicable to Subcontractor/Subawardee set forth in Exhibit C attached hereto or otherwise made available to Subcontractor/Subawardee (including through links to website pages), which are made a part hereof and incorporated herein by reference (the "Flow Down Provisions"). Subcontractor/Subawardee represents and warrants that it has carefully reviewed all of the Flow Down Provisions and is able to comply with all of the Flow Down Provisions. In the event that the requirements set forth in the Flow Down Provisions are greater than the requirements set forth in this Agreement, or in the event of any conflict between the provisions of this Agreement and the Flow Down Provisions, the Flow Down Provisions shall control and Subcontractor/Subawardee shall comply with the requirements set forth in the Flow Down Provisions in accordance with Section 2(a).
- (c) <u>Laws and Regulations</u>. Subcontractor/Subawardee shall also comply with all state and federal statutes and regulations applicable to Subcontractor/Subawardee, the Services or the Funding Award Agreement, in performing its obligations under this Agreement. Without limiting the generality of the foregoing, Subcontractor shall:
- (i) unless exempt, comply with the requirements under 45 CFR Part 74, and the Public Health Service Grants Policy Statement;
- (ii) unless exempt, comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemental in Dept. of Labor regulations (41 CFR Part 60);
- (iii) comply with (and not violate) all statutes, laws, rules and regulations relating to non- discrimination against any employees or applicants for employment, including, without limitation, Title VII of the Civil Rights Act of 1964, The Americans with Disabilities Act Amendments Act of 2008, and the California Fair Employment and Housing Act (if Subcontractor/Subawardee is located within California), and shall take affirmative action to ensure

(Rev July 1, 2012)

Page 4 of 23

PHFE PHFE Subcontractor/Subawardee SS

that all employment related decisions are made in conformance with all such statutes, laws, rules and regulations; and

- (iv) unless it is exempt from doing so, comply with 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, and Ineligibility, Voluntary Exclusion-Lower Tier Covered Transactions.
- (d) <u>HIPAA Business Associate Agreement</u>. If the Health Insurance Portability and Accountability Act of 1996, as amended ("<u>HIPAA</u>") is applicable to the Services, Subcontractor/Subawardee shall execute and deliver PHFE's standard Business Associate Agreement as required by HIPAA.
- (e) <u>Lower-tier Subcontractors/Subawardees</u>. Subcontractor/Subawardee shall incorporate all of the terms and conditions of this Agreement into all lower-tier subcontracts that Subcontractor/Subawardee may enter into in connection with this Agreement, and shall ensure that all such lower-tier subcontractors/subawardees and their personnel comply with all of the requirements of this Agreement applicable to Subcontractor/Subawardee, and all of the rules, requirements and restrictions set forth in the Funding Award Agreement, including the Flow Down Provisions, that are applicable to such lower-tier subcontractors'/subawardees' activities.

4. PAYMENT FOR SERVICES

- (a) <u>Budget</u>. The total compensation and reimbursements payable to Subcontractor/Subawardee hereunder shall be as set forth in the detailed budget for the Services attached hereto as <u>Exhibit B</u> (the "<u>Budget</u>"), which is made a part hereof and incorporated herein by reference, which Budget is as set forth in the Funding Award Agreement. The maximum amount payable to Subcontractor/Subawardee hereunder shall not exceed the maximum amount set forth in the Budget.
- (b) <u>Must Stay Within Budget Time Periods</u>. Subcontractor/Subawardee shall be compensated only for Services actually performed by Subcontractor/Subawardee and within the appropriate time period set forth in the Budget.
- (c) <u>Approval of Services by PHFE</u>. All Services must be completed to the satisfaction of PHFE in order to be entitled to payment hereunder.
- (d) <u>Funds Available to PHFE</u>. PHFE shall not be obligated to make payment under this Agreement unless the corresponding funds are disbursed to PHFE under the Funding Award Agreement. In the event that PHFE has made payment to Subcontractor/Subawardee under this Agreement and PHFE subsequently does not receive from the Funding Agency for any reason the corresponding payment for the Services performed by Subcontractor/Subawardee or expenses incurred by Subcontractor/Subawardee, then Subcontractor/Subawardee shall refund such payment to PHFE within ten (10) days after written notice from PHFE.

(Rev July 1, 2012)

Page 5 of 23

PHFE BS
Subcontractor/Subawardee BS

- (e) <u>Billing of Expenses and Costs</u>. All expenses and costs shall be billed in accordance with the approved budget. Expenses incurred after the expiration or termination of this Agreement shall be disallowed. Subcontractor/Subawardee shall submit its final invoice no later than 30 days after the date of expiration of the term or termination of this Agreement.
- (f) <u>Budget Modifications</u>. The Budget may be modified only by written agreement of PHFE and Subcontractor/Subawardee and the prior written approval of the Funding Agency.

5. INVOICING PROCEDURES

- (a) <u>Approval by Funding Agency</u>. If required under the Funding Award Agreement, Subcontractor/Subawardee must first submit all timesheets and invoices to the Funding Agency for approval by the Funding Agency. After the Funding Agency has approved a timesheet and invoice submitted by Subcontractor/Subawardee, Subcontractor/Subawardee shall submit the same to PHFE.
- (b) <u>Address for Invoices</u>. Subcontractor/Subawardee shall send all timesheets and invoices to the attention of the PHFE Project Director at the address set forth in Section 1 above.
- (c) Invoicing Period. All invoices shall be submitted not more frequently than monthly, in arrears and must be submitted to PHFE within 30 days after the end of the applicable month or within 15 days after approval by the Funding Agency (if applicable), whichever is later. All final invoices must be received within 30 days of the expiration or termination of this Agreement or within such earlier time period as PHFE may require. If any invoices are not submitted within such time periods, Subcontractor/Subawardee waives (in PHFE's discretion) all rights to payment under such invoices.
- (d) <u>Formatting and Requirements of Invoices</u>. All invoices shall be submitted in the form attached hereto as <u>Exhibit D</u>, as it may be modified by <u>PHFE from time to time</u>.

6. TERM AND TERMINATION

- (a) Term. Unless earlier terminated as provided herein, the term of this Agreement shall be from December 1, 2014 to November 30, 2015 (the "Term").
- (b) <u>Termination Without Cause</u>. Without cause, PHFE may terminate this Agreement by giving 30 days prior written notice to Subcontractor/Subawardee of its intent to terminate this Agreement without cause.
- (c) <u>Termination for Cause</u>. With reasonable cause, either party may terminate this Agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

(Rev July 1, 2012)

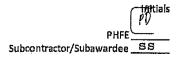
Page 6 of 23

PHFE Subcontractor/Subawardee SS

- i. A material violation or breach of this Agreement by the other party which is not cured within 15 days after written notice from the terminating party;
- ii. Any act of the other party that exposes the terminating party to liability to others for personal injury or property damage or any other harm, damage or injury; or
- iii. If either party receives notice from the Funding Agency of the cancellation or termination of, or reduction of funding under, the Funding Award Agreement affecting the Services.
- (d) <u>Termination for Lack of Funding</u>. PHFE may terminate this Agreement if for any reason the funding available under the Funding Award Agreement is withdrawn, limited, or impaired.
- (e) <u>Cessation Upon Termination</u>. On the effective date of termination, Subcontractor/Subawardee shall cease all further Services under this Agreement, and Subcontractor/Subawardee shall cancel as many outstanding obligations as possible and not incur any additional obligations.
- (f) Payment After Termination. Subject to the terms and conditions set forth in this Agreement, upon termination of this Agreement, provided, that PHFE has received the corresponding funds from the Funding Agency under the Funding Award Agreement , PHFE shall pay for any reasonable non-cancellable obligations properly incurred by Subcontractor/Subawardee under this Agreement and in accordance with the Budget prior to termination, and shall pay any amounts due to Subcontractor/Subawardee and properly invoiced under this Agreement for Services performed prior to termination; provided, that if PHFE has terminated this Agreement for reasonable cause under Section 6(c) above, then PHFE shall have the right to offset and deduct from any payments due to Subcontractor/Subawardee hereunder any damages or losses incurred by PHFE as a result of such violation or breach.
- (g) <u>Return of Materials</u>. Upon the expiration or termination of this Agreement, Subcontractor/Subawardee shall immediately promptly return to PHFE all computers, cell phones, smart phones, computer programs, files, documentation, user data, media, related material and any and all other Confidential Information (as defined in below) of PHFE and all Work Product (as defined below). PHFE shall have the right to withhold final payment to Subcontractor/Subawardee until all such items are returned to PHFE.
- (h) <u>Surviving Provisions</u>. The provisions of Sections 7 through 16, and any other sections that by their nature should or are intended to survive the expiration or termination of this Agreement shall survive and the parties shall continue to comply with the provisions of this Agreement that survive.
- 7. REPRESENTATIONS AND WARRANTIES. Subcontractor/Subawardee represents, warrants and covenants to PHFE as follows:

(Rev July 1, 2012)

Page 7 of 23



- (a) <u>Licenses and Permits</u>. Subcontractor/Subawardee maintains and shall maintain during all relevant times under this Agreement all applicable federal, state and local business and other licenses, including any professional licenses or certificates, industrial permits and/or licenses, industry specific licenses, licenses required by the state(s) and/or locality(s) in which it does business, fictitious business names, federal tax identification numbers, insurance, and anything else required of Subcontractor/Subawardee as a business operator.
- (b) <u>Qualifications and Performance</u>. Subcontractor/Subawardee (i) has the experience and skill to perform the Services hereunder, (ii) shall perform the Services in a good and workman like manner and in accordance with generally accepted professional standards and in an expeditious and economical manner consistent with sound professional practices, and (iii) is adequately financed to meet any financial obligation it may be required to incur hereunder.
- (c) <u>Not Debarred</u>. Neither Subcontractor/Subawardee nor its principals or personnel are presently, nor will any of them be during the term of this Agreement, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or funding agency.

8. INDEPENDENT CONTRACTOR STATUS

- (a) <u>Independent Contractor</u>. Nothing in this Agreement is intended to place the parties in the relationship of employer-employee, partners, joint venturors, or in anything other than an independent contractor relationship. It is the parties' intention that Subcontractor/Subawardee shall be an independent contractor and not PHFE's employee or agent, and in conformity therewith, that Subcontractor/Subawardee shall retain sole and absolute discretion and judgment in the manner and means of carrying out Subcontractor/Subawardee's Services hereunder. Subcontractor/Subawardee is under the control of PHFE as to the results of Subcontractor/Subawardee's Services only, and not as to the means by which such results are accomplished.
- (b) No Power to Bind PHFE. Without limiting the generality of the foregoing paragraph, this Agreement does not designate Subcontractor/Subawardee as the agent or legal representative of PHFE for any purpose whatsoever. Subcontractor/Subawardee is not granted any right or authority to assume or create any obligation or responsibility, or to make any promise or commitment regarding any work, on behalf of or in the name of PHFE or to bind it in any manner, or to make any contract or agreement on behalf of or in the name of PHFE, without the prior written consent from PHFE management. No sales, invoices nor orders for goods or services shall be valid and binding upon PHFE (whether as the provider or the recipient) unless and until accepted by PHFE, at its sole and absolute discretion, through its established channels. PHFE shall not be liable for any obligation incurred by Subcontractor/Subawardee.
- (c) <u>No Withholding</u>. Except for tax withholdings that are required by law, neither federal, nor state, nor local income tax nor payroll taxes of any kind shall be withheld or paid by PHFE on behalf of Subcontractor/Subawardee or the employees of Subcontractor/Subawardee. Subcontractor/Subawardee and its personnel shall not be treated as employees or PHFE with

(Rev July 1, 2012)

Page 8 of 23

PHFE Subcontractor/Subawardee SS

respect to the Services performed hereunder for federal or state tax purposes or for any other purposes.

- (d) <u>No Employee Benefits</u>. Neither Subcontractor/Subawardee nor its personnel shall be eligible for, and shall not participate in, any of PHFE's retirement, health, or other fringe benefit plans.
- (e) <u>Workers' Compensation</u>. No workers' compensation insurance shall be obtained by PHFE concerning Subcontractor/Subawardee or Subcontractor's/Subawardee's personnel. Subcontractor/Subawardee shall comply with all workers' compensation laws concerning Subcontractor/Subawardee and its personnel.
- (f) Taxes. Subcontractor/Subawardee understands that Subcontractor/Subawardee is responsible to pay, according to law, Subcontractor's/Subawardee's income taxes. Subcontractor/Subawardee is not an entity, Subcontractor/Subawardee further understands that Subcontractor/Subawardee may be liable for self-employment (social security) tax, to be paid by Subcontractor/Subawardee according to law. Subcontractor/Subawardee shall be solely responsible for the payment of all federal, state and local income taxes, social security taxes, federal and state unemployment insurance and similar taxes and all other assessments, taxes, contributions or sums payable with respect to Subcontractor/Subawardee or its employees as a result of or in connection with the Services performed by Subcontractor/Subawardee hereunder. Subcontractor/Subawardee represents and warrants and covenants that it shall report all income earned as a result of this Agreement and pay all federal, state and local income and selfemployment taxes and other assessments required to be paid under applicable law. Subcontractor/Subawardee agrees to defend, indemnify and hold PHFE harmless from any and all made by federal, state and local taxing authorities on account of Subcontractor's/Subawardee's failure to pay any such federal, state or local income and selfemployment taxes or other assessments due as a result of Subcontractor's/Subawardee 's Services hereunder.
- Sub-Tier Subcontractors/Subawardees. Subcontractor/Subawardee shall have control over the manner and means of Subcontractor/Subawardee's performance under this However, PHFE is engaging Subcontractor/Subawardee for Agreement. Subcontractor's/Subawardee's unique skills, knowledge, abilities and other attributes. Accordingly, Subcontractors/Subawardees not use lower-tier may anv subcontractors/subawardees in the performance of its services hereunder without PHFE's prior written approval. Any lower-tier subcontractors/subawardees who are approved by PHFE must execute all agreements and documents required by PHFE prior to performing any work. Subcontractor/Subawardee shall ensure that all lower-tier subcontractors/subawardees comply with all of the terms and provisions of this Agreement and shall be responsible and liable for all acts and omissions of all lower-tier subcontractors/subawardees as if they were the acts or omissions of Subcontractor/Subawardee.

9. ASSIGNMENT OF WORK PRODUCT.

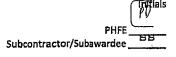
(Rev July 1, 2012)

Page 9 of 23

- (a) Ownership of Work Product. Subcontractor/Subawardee agrees that, as between PHFE and Subcontractor/Subawardee, all discoveries, ideas, inventions, and information that Subcontractor/Subawardee may develop (either alone or in conjunction with others), information or work product developed wholly or partially by Subcontractor/Subawardee as part of or related to Subcontractor's/subawardee's retention by PHFE hereunder (including all intermediate and partial versions thereof) or the performance of the services hereunder or which existence Subcontractor/Subawardee may discover while retained by PHFE, including any software, platforms, all ideas, designs, marks, logos, and content relating thereto, whether or not subject to patent, copyright or trademark or other intellectual property protections including without limitation, any scripts, prototypes, other components (collectively the "Work Product"), shall be the sole property of PHFE upon its creation and (in the case of copyrightable works) upon its fixation in a tangible medium of expression.
- Assignment. Subcontractor/Subawardee hereby forever assigns to PHFE all right, title and interest in any Work Product designed and/or developed by Subcontractor/Subawardee or otherwise delivered to PHFE as part of or related to Subcontractor's/Subawardee's retention with PHFE. The Work Product shall be the sole property of PHFE, and all copyrightable and patentable aspects of the Work Product are to be considered "works made for hire" within the meaning of the Copyright Act of 1976, as amended (the "Act"), of which PHFE is to be the "author" within the meaning of such Act. All such copyrightable and patentable works, as well as all copies of such works in whatever medium fixed or embodied, shall be owned exclusively by PHFE on their creation, and Subcontractor/Subawardee hereby expressly disclaims any interest in any of them. In the event (and to the extent) that any Work Product or any part or element of them, is found as a matter of law not to be a "Work Made For Hire" within the meaning of the Act, Subcontractor/Subawardee hereby assigns to PHFE the sole and exclusive right, title and interest in and to all such works, and all copies of any of them, without further consideration, and, if such assignment is invalid, Subcontractor/Subawardee hereby grants PHFE a non-exclusive, worldwide, perpetual, fully paid-up, irrevocable, right and license to use, reproduce, make, sell, perform and display (publicly or otherwise), and distribute, and modify and otherwise make derivative works of Subcontractor/Subawardee's Work Product and to authorize third parties to perform any or all of the foregoing, including through multiple tiers of sublicenses.
- (c) Moral Rights Waiver. For purposes of this subsection, "Moral Rights" means any rights of paternity or integrity, any right to claim authorship of the Work Product, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, the Work Product, whether or not such would be prejudicial to Subcontractor's/Subawardee's honor or reputation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless whether or not such right is denominated or generally referred to as a "Moral" right. Subcontractor/Subawardee hereby irrevocably transfers and assigns to PHFE any and all Moral Rights that Subcontractor/Subawardee may have in the Work Product. Subcontractor/Subawardee also hereby forever waives and agrees never to assert any and all Moral Rights it may have in the Work Product, even after termination of Subcontractor's/Subawardee's work on behalf of PHFE as part of or related to Subcontractor's/Subawardee's retention with PHFE.

(Rev July 1, 2012)

Page 10 of 23



- No Liens. Subcontractor/Subawardee; shall deliver all Work Product to PHFE free and clear of any and all claims, rights and encumbrances of third parties.
- (e) Assignment Documents. Subcontractor/Subawardee will cooperate with PHFE, with PHFE's approval and at PHFE's expense, in obtaining patent, copyright, trademark or other statutory protections for the Work Product in each country in which one or more is sold, distributed or licensed, and in taking any enforcement action, including any public or private prosecution, to protect PHFE's intellectual property rights in or to the Work Product. Subcontractor/Subawardee hereby grants PHFE the exclusive right, and appoints PHFE as attorneyin-fact, to execute and prosecute in Subcontractor's/Subawardee's name as author or inventor or in PHFE's name as assignee, any application for registration or recordation of any copyright, trademark, patent or other right in or to the Work Product, and to undertake any enforcement action with respect to any Work Product. With PHFE's approval and at PHFE's expense, Subcontractor/Subawardee will execute such other documents of registration and recordation as may be necessary to perfect in PHFE, or protect, the rights assigned to PHFE hereunder in each country in which PHFE reasonably determines to be prudent.
- No Infringement. Subcontractor/Subawardee represents and warrants that any Work Product delivered to PHFE hereunder will be developed by Subcontractor/Subawardee and shall not infringe or violate any patents, copyrights, trademarks, trade secrets or other proprietary rights of any third party.
- (g) No Harmful Code. With respect to the website and any computer programs or software code ("Software") included in the Services hereunder, Subcontractor/Subawardee represents and warrants that: (i) the Software and its media shall contain no computer instructions or inappropriate functions whose purpose or result is to disrupt, damage or interfere with PHFE's or its affiliates' or their customers' use of or access to the Software or any of their data, programs or computer or telecommunications facilities and (ii) unless expressly authorized in writing by PHFE, such Software shall not contain any mechanism which electronically notifies Subcontractor/Subawardee of any fact or event, nor contain any key, node lock, time-out, logic bomb or other function, implemented by any means, which may restrict PHFE's or its affiliates' or customers' use of or access to the Software or any other programs, data or equipment.
- Rights of Funding Agency and Federal Government. All rights to the Work Product assigned or granted to PHFE hereunder shall be subject to any rights of the Funding Agency under the Funding Award Agreement and any rights of the United States Federal Government under applicable laws and regulations.

10. **PUBLICATIONS**

Right to Publish Works. Subcontractor/Subawardee may, with PHFE's and the Funding Agency's prior written consent, publish articles written by Subcontractor/Subawardee in connection with the Services performed by Subcontractor/Subawardee hereunder. Subcontractor/Subawardee shall submit all such articles for review by PHFE and the Funding Agency at least 60 days prior to the proposed publication date.

(Rev July 1, 2012)

Page 11 of 23

Subcontractor/Subawardee 88

- (b) Acknowledgment in Publications. On any publication approved by PHFE and the Funding Agency as described above, Subcontractor/Subawardee shall place an acknowledgment of federal government support, and shall include a disclaimer, as appropriate, as follows: "The contents of this publication are solely the responsibility of the authors and do not necessarily represent the official views of Public Health Foundation Enterprises, Inc. or [Name of Funding Agency]".
- (c) Use of PHFE's or Funding Agency's Name. Subcontractor/Subawardee shall not use in any manner PHFE's name, logo or trademarks without PHFE's prior written consent. Subcontractor/Subawardee shall not use in any manner the Funding Agency's name, logo or trademarks without the Funding Agency's prior written consent.

11. INDEMNIFICATION

- By Subcontractor/Subawardee. Subcontractor/Subawardee hereby agrees to indemnify, hold harmless and defend PHFE, its board of trustees, officers, directors, agents, contractors and employees from any and all claims, causes of action, costs, demands, expenses (including attorney's fees and costs), losses, damages, injuries, and liabilities arising from (i) any accident, death, or injury whatsoever or however caused to any person or property arising out of the intentional action or negligence of Subcontractor/Subawardee (or its agents, subcontractors or employees), (ii) Subcontractor's/Subawardee's (or its agents', subcontractors' or employees') violation of any federal, state or local law or regulation, (iii) the breach by Subcontractor/Subawardee (or its agents, subcontractors or employees) of any its representations, warranties or agreements under this Agreement or (iv) any claims that the Work Product, or any element thereof, infringes the intellectual, privacy or other rights of any party.
- PHFE hereby agrees to indemnify, hold harmless and defend (b) <u>By PHFE</u>. Subcontractor/Subawardee, its officers, directors, agents, contractors and employees from any and all claims, causes of action, costs, demands, expenses (including attorney's fees and costs), losses, damages, injuries, and liabilities arising from (i) any accident, death, or injury whatsoever or however caused to any person or property arising out of the intentional action or negligence of PHFE, (ii) PHFE's violation of any federal, state or local law or regulation or (iii) the breach by PHFE of any its representations, warranties or agreements under this Agreement.

12. **INSURANCE**

Required Coverages. Subcontractor/Subawardee shall, unless otherwise agreed in writing by PHFE, maintain: (i) Workers' Compensation insurance, (ii) Professional Liability Insurance and Commercial General Liability Insurance (including broad form contractual and automobile liability coverage), with minimum limits of ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, and (iii) Automobile Liability on each automobile owned by him/her/it or his/her/its agents, subcontractors/subawardees or employees, which is used at any time to carry out Subcontractor's/Subawardee's duties hereunder, with minimum limits of \$100,000 per person

(Rev July 1, 2012)

Page 12 of 23

Initials Subcontractor/Subawardee

and \$300,000 per occurrence for bodily injury. If higher or additional coverages are required under the Flow Down Provisions, Subcontractor/Subawardee shall procure such coverages.

(b) Additional Insureds. All such insurance shall provide that Subcontractor's/Subawardee's insurance is primary and not contributory, shall protect Subcontractor/Subawardee, PHFE and the Funding Agency and their affiliates from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of the Services hereunder, or from or out of any negligent act or omission of Subcontractor/Subawardee, its officers, directors, agents or employees. insurance shall be written by a responsible insurance company possessing B+ VII rating or better as listed in the Best Guide, shall name PHFE and the Funding Agency as additional insureds for Professional Liability, Commercial General Liability and Automobile Liability only, shall contain a waiver of subrogation with respect to the additional insureds, shall be written on an occurrence basis and shall provide that the coverage thereunder may not be reduced or canceled unless 30 days' prior written notice thereof is furnished to PHFE and the Funding Agency. Certificates of Insurance containing such waiver of subrogation or copies of policies shall be furnished to PHFE upon request.

13. CONFIDENTIALITY

Confidential Information. Subcontractor/Subawardee agrees that during the course of this Agreement, Subcontractor/Subawardee may be exposed to and become aware of certain unique and confidential information and special knowledge (hereinafter "Confidential Information") provided to or developed by PHFE. Said Confidential Information includes, but is not limited to, the identity of actual and potential clients of PHFE, client lists, particular needs of each client, the manner in which business is conducted with each client, addresses, telephone numbers, and specific characteristics of clients; financial information about PHFE and/or its clients; client information reports; mailing labels; various sales and marketing information; sales report forms; pricing information (such as price lists, quotation guides, previous or outstanding quotations, or billing information); pending projects or proposals; business plans and projections, including new product, facility or expansion plans; employee salaries; contracts and wage information; mailing plans and programs; technical know-how; designs; products ordered; business methods; processes; records; specifications; computer programs; accounting; and information disclosed to PHFE by any third party which PHFE is obligated to treat as confidential and/or proprietary. This Confidential Information derives independent actual or potential economic value from not being generally known to the public or to other persons, who can obtain economic value from its disclosure or use, is not readily available through any source other than PHFE and is the subject of reasonable efforts to maintain secrecy. Since Subcontractor/Subawardee may be exposed to and become aware of said Confidential Information and, because of its unique and confidential nature, the parties hereto desire to afford PHFE protection against its unauthorized use or its use in any manner detrimental to PHFE. Therefore, Subcontractor/Subawardee shall not disclose in any manner whatsoever any of the aforesaid Confidential Information, directly or indirectly, or use it in any way whatsoever, either during this Agreement or at any time thereafter, except as required in the course of Subcontractor's/Subawardee's work with PHFE or except as otherwise provided in this Agreement. Further, Subcontractor/Subawardee shall develop and maintain procedures and

(Rev July 1, 2012)

Page 13 of 23

PHFE PHFE Subcontractor/Subawardee SS

take other reasonable steps in furtherance of PHFE's desire to maintain the confidentiality of its Confidential Information.

- (b) <u>Funding Agency Confidentiality</u>. Subcontractor/Subawardee shall also comply with all confidentiality obligations imposed by the Funding Agency in the Funding Award Agreement or otherwise.
- (c) Return of Documents. All documents and other items which might be deemed the subject of or related to Confidential Information of PHFE's business, whether prepared, conceived, originated, discovered, or developed by Subcontractor/Subawardee, in whole or in part, or otherwise coming into Subcontractor's/Subawardee 's possession, shall remain the exclusive property of PHFE and shall not be copied or removed from the premises of PHFE without the express written consent of PHFE. All such items, and any copies thereof, shall be immediately returned to PHFE by Subcontractor/Subawardee upon request at any time and upon termination of this Agreement.

14. NON-SOLICITATION OF EMPLOYEES

During the Term of this Agreement and for two years following the termination of this Agreement, Subcontractor/Subawardee shall not induce, encourage, or advise any person who is employed by or is engaged as an agent or independent contractor by PHFE to leave the employment or engagement of PHFE or otherwise raid the employees of PHFE. Nothing contained in this paragraph shall constitute a waiver by PHFE of any rights it may have if Subcontractor/Subawardee engages in actionable conduct after the two year period referred to above.

15. RECORD RETENTION AND ACCESS TO RECORDS

Subcontractor/Subawardee shall grant to PHFE, the Funding Agency and the U.S. Comptroller General and their respective authorized representatives upon demand, access to any books, documents, papers and records of Subcontractor/Subawardee relating to this Agreement or the Services for audit, examination, excerpt and transcription. Subcontractor/Subawardee shall retain all such records for seven (7) years (or longer if required under PHFE's record retention policy, under the Funding Award Agreement or by law, including under Circular A-110, Subpart C, Post-Award Requirements and FAR Subpart 4.7 Contractor Records Retention - 4.703 Policy) after final payment is made under this Agreement and all pending matters are closed, unless extended by an audit, litigation, or other action involving the records, whichever is later.

16. GENERAL TERMS

- (a) <u>Amendments</u>. Amendments to this Agreement shall be in writing, signed by the party to be obligated by such amendment and attached to this Agreement.
- (b) Governing Law; Venue. This Agreement is entered into in Los Angeles County, California. This Agreement shall be interpreted, construed and governed by, in accordance with

(Rev July 1, 2012)

Page 14 of 23

PHFE Subcontractor/Subawardee

and consistent with the laws of the State of California without giving effect to its conflicts of laws principals. Such laws shall apply in all respects, including statutes of limitation, to any disputes or controversies arising out of or pertaining to this Agreement. The sole, exclusive and proper venue for any proceedings brought to interpret or enforce this Agreement or to obtain a declaration of the rights of the parties hereunder shall be Los Angeles County, California. Each of the parties hereto submits to the exclusive personal jurisdiction of the courts located in Los Angeles County, California and waives any defense of forum non conveniens.

- (c) <u>Equitable Relief</u>. In light of the irreparable harm to PHFE that a breach by Subcontractor/Subawardee of Sections 9, 10, 13 and 14 of this Agreement would cause, in addition to other remedies set forth in this Agreement and other relief for violations of this Agreement, PHFE shall be entitled to enjoin Subcontractor/Subawardee from any breach or threatened breach of such Sections, to the extent permitted by law and without bond.
- (d) <u>Binding Agreement</u>. All terms, conditions and covenants to be observed and performed by the parties hereto shall be applicable to and binding upon their respective agents, employees, heirs, executors, administrators, affiliates, subsidiaries, associates, employees, successors and assigns.
- (e) <u>Captions</u>. All captions (section headings) set forth herein are inserted only as a matter of convenience and for reference, and shall not affect the interpretation of this Agreement.
- (f) <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same document.
- (g) <u>Additional Documents</u>. The parties hereto each agree that they shall execute and, if appropriate, acknowledge any and all additional and other documents, instruments and writings which may be reasonably requested by the other party in order to fully carry out the intent and purpose of this Agreement.
- (h) Attorneys' Fees; Costs. In the event that any suit in law or equity, arbitration or other formal proceeding is instituted by any party to enforce or interpret any part of this Agreement, or to recover damages for breach thereof, the prevailing party shall, in addition to any such other relief available to such party, be entitled to recover costs of suit incurred therein, and to also recover as an element of such costs (but not as damages) reasonable attorneys' fees incurred by such prevailing party.
- (i) <u>Entire Agreement</u>. This Agreement, and all documents referred to in it, or incorporated in it, is an integrated document containing and expressing all terms, covenants, conditions, warranties and agreements of the parties relating to the subject matter hereof. No other or prior agreements or understandings, written or oral, pertaining to the same shall be valid or of any force or effect.

(Rev July 1, 2012)

Page 15 of 23

PHFE Subcontractor/Subawardee SS

- (j) <u>Facsimile or Email Transmissions</u>. A facsimile transmission or transmission by Email of the executed signature page of this Agreement shall be accepted as, relied upon as, and deemed to be, an original.
- (k) <u>Fair interpretation</u>. The language appearing in all parts of this Agreement shall be construed, in all cases, according to its fair meaning in the English language, and not strictly construed for or against any party hereto. This Agreement has been prepared jointly by the parties hereto after arms length negotiations and any uncertainty or ambiguity contained in this Agreement, if any, shall not be interpreted or construed against any party, but according to its fair meaning applying the applicable rules of interpretation and construction of contracts.
- (I) No Waiver. No failure or delay by any party in exercising a right, power or remedy under the Agreement shall operate as a waiver of any such right or other right, power or remedy. No waiver of, or acquiescence in, any breach or default of any one or more of the terms, provisions or conditions contained in this Agreement shall be deemed to imply or constitute a waiver of any other or succeeding or repeated breach or default hereunder. The consent or approval by any party hereto to or of any act of the other party hereto requiring further consent or approval shall not be deemed to waive or render unnecessary any consent or approval to or of any subsequent similar acts.
- (m) <u>Notices</u>. Any notice, demand, consent or other communication required or permitted to be given hereunder shall be made in the English language and shall be so given by personal delivery, by (i) registered or certified (return receipt) or First Class United States Postal Service mail, postage pre-paid, or (ii) recognized overnight national courier service, or (iii) facsimile transmission confirmed by letter sent by First Class United States Postal Service mail, postage pre-paid, or (iv) by email confirmed by letter sent by First Class United States Postal Service mail, postage pre-paid, addressed to the recipient of such notice at the following address or facsimile number, as the case may be, or any other address or facsimile number or email address provided by a party in the manner described hereinabove:

In the case of PHFE, addressed to:

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

Attentio	on: <u>Shane Vigil</u>	
Facsimil	e: <u>(562) 692-6950</u>	
Email:	svigil@phfe.org	

(Rev July 1, 2012)

Page 16 of 23

In the case of Subcontractor, addressed to:

San Francisco Department of Public Health
1380 Howard St
San Francisco, CA 94103
Attention: Sajid Shaikh
Facsimile: <u>(415) 503-4710</u>
Email: sajid.shaikh@sfdph.org

Any such notice shall be deemed to have been received by the addressee, and service thereof shall be deemed effective, five (5) days following deposit thereof with the United States Postal Service, or upon actual receipt, whichever first occurs, unless the address for delivery is not within one of the United States or its territories or possessions, in which case service shall be effective seven (7) days following deposit, or upon actual receipt, whichever first occurs.

- (n) <u>Remedies Non-Exclusive</u>. Except where otherwise expressly set forth herein, all remedies provided by this Agreement shall be deemed to be cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the respective parties at law or in equity.
- (o) <u>Severability</u>. If any term, provision, condition or other portion of this Agreement is determined to be invalid, void or unenforceable by a forum of competent jurisdiction, the same shall not affect any other term, provision, condition or other portion hereof, and the remainder of this Agreement shall remain in full force and effect, as if such invalid, void or unenforceable term, provision, condition or other portion of this Agreement did not appear herein.
- (p) <u>Limitation of Liability.</u> Except for a breach of sections 9 and 13 above and except to the extent included in a party's indemnification obligations under Section 11 above, in no event shall any party be liable to the other for any indirect, special, incidental, punitive or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not that party has been advised of the possibility of such damage.
- (q) <u>Non-Assignability.</u> None of the parties shall assign, transfer, sell, encumber, hypothecate, alienate or otherwise dispose of this Agreement, or any right, title or interest to or in this Agreement, nor shall a party delegate any duty or obligation to be performed hereunder, without the express written consent of the other party having been first obtained, except that any party may assign this Agreement without the consent of the other party in the case of a reorganization, merger, consolidation, or sale of all or substantially all of its assets so long as the assignee expressly assumes all of the obligations of the assignor under this Agreement. Notwithstanding the foregoing, PHFE may assign this Agreement to an affiliate of PHFE without the

(Rev July 1, 2012)

Page 17 of 23

consent of the other party. Any attempt to assign this Agreement other than as permitted above shall be null and void.

(r) <u>Signing Person</u>. The individuals signing this Agreement on behalf of an entity represents and warrants that he/she has authority to bind such entity to this Agreement.

[Signatures follow on next page]

(Rev July 1, 2012)

Page 18 of 23

PHFE PHFE Subcontractor/Subawardee SS

The undersigned have caused this Subcontract/Subaward Agreement to be executed as of the date first set forth above:

PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.	
By: C022342CDB54420	2/5/2015
Peter D. Dale	Date
Director, Contract and Grant Management	
SUBCONTRACTOR/SUBAWARDEE Name:	2/5/15
Signature: Comas Aragón, MD, DrPH	Date
Print Name, Title [If any entity] Director, Population Health Division	(PHD)

(Rev July 1, 2012)

Page 19 of 23

PHFE PD Subcontractor/Subawardee SS

EXHIBIT A TO SUBCONTRACT/SUBAWARD AGREEMENT

Scope of Work (SOW)

Dr. Buchbinder is Director of Bridge HIV. She has been the PI of the previous San Francisco Department of Public Health CTU, which is now affiliated with HVTN, HPTN, and MTN. She helps direct the HVTN (through the Executive Management Team) and the HPTN (by co-chairing the Integrated Strategies Working Group). Dr. Buchbinder will be PI of the SF Bay CTU with Dr. Diane Havlir, as well as being the Leader of the Bridge HIV CRS. Dr. Buchbinder will be responsible for the overall scientific leadership of the CTU and Bridge HIV CRS, and will prioritize research efforts. She will have final decision-making authority for the CRS; she and Dr. Havlir will share decision-making authority for the CTU. She will oversee study implementation at the CRS, ensuring that Division Directors have the resources and skills needed to successfully carry out their protocols, and provide guidance and mentorship to them. She will lead manuscript development at the site, assisting in research design and analysis, presentation and publication of data. She will be the primary liaison to the HVTN, HPTN, and MTN. Dr. Buchbinder will provide input into local study operations including recruitment strategies, decisions about enrollment of potential study volunteers, evaluation of AEs, and quality management issues (including review of study records at the initiation of study protocols). She will review all SAEs and provide clinical cross-coverage for all HVTN study participants. She will continue to serve on the HVTN Executive Management Team, chair the HVTN Efficacy Trials Design Working Group and Investigators Group, and serve on a number of committees and working groups. She will continue to co-chair the HPTN Integrated Strategies Working Group and serve on HPTN committees. She will also chair protocols for all Networks with which she is affiliated.

Dr. Liu will co-chair the SF Bay CTU Operations Steering Committee and be a major contributor to HPTN and MTN. He will also serve as Co-Leader of the Bridge HIV CRS, providing overarching leadership and mentorship to all of the teams. He will directly oversee all PrEP and microbicide trials conducted at Bridge HIV, including their regulatory and laboratory components, and directly supervise the clinical staff and Study Coordinator Dr. Liu will be responsible for the overall scientific, operational and administrative aspects of the upcoming PrEP demonstration project. As the lead investigator of the San Francisco site, he will oversee overall study implementation at this site and will be responsible for study enrollment and retention, data collection, evaluation and reporting of AEs, clinical management of study participants, and quality management. Also, along with the protocol co-chairs, he will have responsibility for achieving the overall specific aims of the project, for maintaining the proposed project schedule, ensuring quality control over all aspects of this project, and data analyses and publication of results.

(Rev July 1, 2012)

Page 20 of 23

PHFE PHFE Subcontractor/Subawardee SS

EXHIBIT B TO SUBCONTRACT/SUBAWARD AGREEMENT

Budget

Budget follows on next page

(Rev July 1, 2012)

Page 21 of 23

Initials

PHFE ______
Subcontractor/Subawardee _____

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Susan Buch	nbinder	Co-Investigator	2.4	20%		181,500	36,300	10	,890	47,190
Albert Liu		Co-Investigator	1.9	16%		181,500	29,040	8	,712	37,752
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										0
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COTAL DIR	RECT COSTS F	OR INITIAL BU	DGET	PERIOD						100,643
PHS 398 (Rev	. 6/09)									Form Page 4

EXHIBIT C TO SUBCONTRACT/SUBAWARD AGREEMENT

FLOW DOWN PROVISIONS

See following pages.

(Rev July 1, 2012)

Page 22 of 23

PHFE Subcontractor/Subawardee

Notice of Award



Multi-Component Research Project Co-op Agreements
Department of Health and Human Services

Project Co-op Agreements Issue Date: 11/17/2014

National Institutes of Health

NATIONAL INSTITUTE OF ALLERGY AND INFECTIOUS DISEASES



Grant Number: 5UM1AI069496-09 FAIN: UM1AI069496

Principal Investigator(s):
Susan Buchbinder (contact), MD
Diane V Havlir, MD

Project Title: San Francisco Bay Clinical Trials Unit

PETER DALE
PUBLIC HEALTH FOUNDATION ENTERPRISES, INC
12801 CROSSROADS PARKWAY SOUTH
SUITE 200
CITY OF INDUSTRY, CA 917466050

Award e-mailed to: pdale@phfe.org

Budget Period: 12/01/2014 - 11/30/2015 Project Period: 03/02/2007 - 11/30/2020

Dear Business Official:

The National Institutes of Health hereby awards a grant in the amount of \$1,264,362 (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 42 CFR 52 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

Each publication, press release, or other document about research supported by an NIH award must include an acknowledgment of NIH award support and a disclaimer such as "Research reported in this publication was supported by the National Institute Of Allergy And Infectious Diseases of the National Institutes of Health under Award Number UM1Al069496. The content is solely the responsibility of the authors and does not necessarily represent the official views of 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 must promote objectivity in research by establishing standards that provide a reasonable expectation that the design, conduct and reporting of research funded under NIH awards will be free from bias resulting from an Investigator's Financial Conflict of Interest (FCOI), in accordance with the 2011 revised regulation at 42 CFR Part 50 Subpart F. The Institution shall submit all FCOI reports to the NIH through the eRA Commons FCOI Module. The regulation does not apply to Phase I Small Business Innovative Research (SBIR) and Small Business Technology Transfer (STTR) awards. Consult the NIH website http://grants.nih.gov/grants/policy/coi/ for a link to the regulation and additional important information.

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

Sincerely yours,

Michael W. Fato
Grants Management Officer
NATIONAL INSTITUTE OF ALLERGY AND INFECTIOUS DISEASES

Additional information follows

SECTION I - AWARD DATA - 5UM1AI069496-09

· · · · · · · · · · · · · · · · · · ·	
Award Calculation (U.S. Dollars)	
Salaries and Wages	\$420,554
Fringe Benefits	\$126,166
Supplies	\$5,094
Travel Costs	\$12,852
Other Costs	\$10,000
Consortium/Contractual Cost	\$627,632
Federal Direct Costs	\$1,202,298
Federal F&A Costs	\$62,064
Approved Budget	\$1,264,362
Federal Share	\$1,264,362
TOTAL FEDERAL AWARD AMOUNT	\$1,264,362
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$1,264,362

SUMMARY TOTALS FOR ALL YEARS							
YR	THIS AWARD	CUMULATIVE TOTALS					
9	\$1,264,362	\$1,264,362					
10	\$1,264,362	\$1,264,362					
11	\$1,264,362	\$1,264,362					
12	\$1,264,362	\$1,264,362					
13 .	\$1,264,362	\$1,264,362					
14	\$1,264,362	\$1,264,362					

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

Fiscal Information:

CFDA Number:

93.855

EIN:

1952557063A1

Document Number:

UAI069496B

PMS Account Type:

Fiscal Year:

P (Subaccount)

IC	CAN	2015	2016	2017	2018	2019	2020
Al	8472297	\$1,264,362	\$1,264,362	\$1,264,362	\$1,264,362	\$1,264,362	\$1,264,362

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

NIH Administrative Data:

PCC: A28Z / OC: 414P / Released: FATOM 11/14/2014

Award Processed: 05/08/2014 01:52:21 PM

SECTION II - PAYMENT/HOTLINE INFORMATION - 5UM1AI069496-09

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 - 5UM1AI069496-09

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. Page-3

- 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.
- 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.)

Carry over of an unobligated balance into the next budget period requires Grants Management Officer prior approval.

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 has been assigned the Federal Award Identification Number (FAIN) UM1AI069496. Recipients must document the assigned FAIN on each consortium/subaward issued under this award.

This award is not subject to the Transparency Act subaward and executive compensation reporting requirement of 2 CFR Part 170.

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 <u>Public Law 110-85</u>), the "responsible party" must register "applicable clinical trials" on the <u>ClinicalTrials.gov Protocol Registration System Information Website</u>. NIH encourages registration of all trials whether required under the law or not. For more information, see http://grants.nih.gov/ClinicalTrials_fdaaa/

This award 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).

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.

Treatment of Program Income:

Additional Costs

SECTION IV - AI Special Terms and Conditions - 5UM1AI069496-09

This award provides core funding for the following Clinical Research Sites (CRS) in support of the following Networks:

HPTN, HVTN, MTN ACTG Bridge CRS UCSF CRS

Page-4

Continued support will be based on a satisfactory evaluation at the end of a time period designated as appropriate by each Network.

Satisfactory evaluation will be based on meeting Network and NiAID/DAIDS performance standards by the end of each performance period.

The Network will assist sites to address performance or accrual deficiencies, and negotiate deadlines for demonstrating improvement as necessary

IF ANY CRS IS UNABLE TO MEET THE REQUIREMENTS OF THE NETWORK LEADERSHIP AND OPERATIONS CENTER (LOC) AND NIAID/DAIDS BY ITS NEGOTIATED DEADLINE, FUNDING MAY BE WITHDRAWN AND A PLAN TO PHASE-OUT THE CRS WILL BE ESTABLISHED.

If it is determined by NIAID/DAIDS in collaboration with the Network LOC that the CTU and/or affiliated CRS has performance or other issues, the grantee will first be notified in writing by the Network LOC. A plan of action will be developed by the Network LOC in conjunction with DAIDS including expectations for corrective actions and timelines for implementing such corrective actions.

PROTOCOL SUPPORT

Additional funding for protocol activity will be provided by the respective Network LOC(s) through sub-contracts.

KEY PERSONNEL

The following key personnel (as defined by NIAID/DAIDS) need prior NIAID/DAIDS approval before they may be replaced on the grant (Susan Buchbinder and Diane Havlir, CTU Pls and CRS Leaders for Bridge CRS and UCSF CRS respectively). Prior approval will be granted via revised NoA.

In addition, changes to the individuals who occupy the following positions: CTU Coordinator, each CRS Coordinator, and each Pharmacist(s) of Record must also be approved by DAIDS; however, these changes will not require a revised Notice of Award.

The grantee is required to follow any applicable Network policies and procedures for obtaining prior approval for changes in these positions.

All components of the CTU are required to comply with NIH, NIAID, and DAIDS policies & procedures, including NIAID Clinical Terms of Award; and affiliated Network policies & procedures. See DAIDS Clinical Research Policies and Standard Procedures located at:

http://www.niaid.nih.gov/LabsAndResources/resources/DAIDSClinRsrch/Pages/Default.aspx

This award includes funds awarded for consortium activity with the University of California, San-Francisco in the amount of \$515,813 (\$384,935 direct costs + \$130,878 facilities and administrative costs).

This award includes funds awarded for consortium activity with the San Francisco Department of Public Health in the amount of \$111,819 (\$94,380 direct costs + \$17,439 facilities and administrative costs).

Consortiums are to be established and administered as described in the NIH Grants Policy Statement (NIH GPS). The referenced section of the NIH Grants Policy Statement is available at http://grants.nih.gov/grants/policy/nihgps 2013/nihgps ch15.htm# Toc271265264.

This award is issued as a Cooperative Agreement, a financial assistance mechanism in which substantial NIH scientific and/or programmatic involvement is anticipated in the performance of the activity. This award is subject to the Terms and Conditions of Award as set forth in Section VI: Award Administrative Information of RFA Al-12-018, "Clinical Trials Units for NIAID Networks (UM1)," release date 01/27/2012, which are hereby incorporated by reference as special terms and conditions of this award.

This RFA may be accessed at: http://grants.nih.gov/grants/guide/index.html

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: Julia L. Shriner

Email: julia.shriner@nih.gov Phone: 240-669-2972 Fax: 301-493-0597

Program Official: Patricia L. Jones

Email: jonespl@mail.nih.gov Phone: 240-292-4851

SPREADSHEET SUMMARY

GRANT NUMBER: 5UM1AI069496-09

INSTITUTION: PUBLIC HEALTH FOUNDATION ENTERPRISES

Budget	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14
Salaries and Wages	\$420,554	\$420,554	\$420,554	\$420,554	\$420,554	\$420,554
Fringe Benefits	\$126,166	\$126,166	\$126,166	\$126,166	\$126,166	\$126,166
Supplies	\$5,094	\$5,094	\$5,094	\$5,094	\$5,094	\$5,094
Travel Costs	\$12,852	\$12,852	\$12,852	\$12,852	\$12,852	\$12,852
Other Costs	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Consortium/Contract ual Cost	\$627,632	\$627,632	\$627,632	\$627,632	\$627,632	\$627,632
TOTAL FEDERAL DC	\$1,202,29 8	\$1,202,29 8	\$1,202,29 8	\$1,202,29 8	\$1,202,29 8	\$1,202,29 8
TOTAL FEDERAL F&A	\$62,064	\$62,064	\$62,064	\$62,064	\$62,064	\$62,064
TOTAL COST	\$1,264,36 2	\$1,264,36 2	\$1,264,36 2	\$1,264,36 2	\$1,264,36 2	\$1,264,36 2

Facilities and Administrative Costs	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14
F&A Cost Rate 1	10.8%	10.8%	10.8%	10.8%	10.8%	10.8%
F&A Cost Base 1	\$574,666	\$574,666	\$574,666	\$574,666	\$574,666	\$574,666
F&A Costs 1	\$62,064	\$62,064	\$62,064	\$62,064	\$62,064	\$62,064

EXHIBIT D TO SUBCONTRACT/SUBAWARD AGREEMENT

FORM OF INVOICE

Invoice format submitted in previous year is acceptable.

(Rev July 1, 2012)

Page 23 of 23

PHFE PHFE Subcontractor/Subawardee SS

Print Form

Introduction Form

By a Member of the Board of Supervisors or the Mayor

I hereby s	submit the following item for introduction (select only one):	or meeting date
⊠ 1.	For reference to Committee. (An Ordinance, Resolution, Motion, or Charter Amendmen	t)
□ 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.	Reactivate File No.	
□ 10.	Question(s) submitted for Mayoral Appearance before the BOS on	
\text{\subseteq}	Small Business Commission	ssion 1
Sponsor(s)		
Superviso	or Wiener	
Subject:		
Accept an	d Expend Grant- San Francisco Bay Clinical Trials Unit - \$211,225	
The text is	s listed below or attached:	
the amoun	n authorizing the San Francisco Department of Public Health to retroactively accept and at of \$211,225 from Public Health Foundation Enterprises to participate in a program ent cal Trials Unit for the period of December 1, 2014, through November 30, 2015.	
	Signature of Sponsoring Supervisor:	2
For Clark	k's Use Only	

Time stamp