

File No. 091355

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

Board Item No. 42

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Board of Supervisors Meeting

Date December 8, 2009

#### Cmte Board

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

OTHER (Use back side if additional space is needed)

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

Completed by: Annette Lonich Date December 2, 2009

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

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

51

(

(

(

1 [Accept & Expend Grant – eLearning Modules to Support HIV Research.]

2  
3 **Resolution authorizing the San Francisco Department of Public Health (DPH) to accept**  
4 **and expend retroactively a grant in the amount of \$35,125 from the Fred Hutchinson**  
5 **Cancer Research Center to assist with a project entitled “eLearning Modules to**  
6 **Support HIV Research;” for the period of June 1, 2009 through May 31, 2010.**

7  
8 WHEREAS, DPH is the recipient of a grant award from the Fred Hutchinson Cancer  
9 Research Center to support the project entitled “eLearning Modules to Support HIV  
10 Research;” and,

11 WHEREAS, It is considered in the best interest of the Fred Hutchinson Cancer  
12 Research Center, the National Institutes of Health (NIH), and DPH to collaborate on this  
13 project; and,

14 WHEREAS, Through this grant, The Fred Hutchinson Cancer Research Center has  
15 agreed to fund DPH in the amount of \$35,125 for the period of June 1, 2009 through May 31,  
16 2010; and,

17 WHEREAS, As a condition of receiving the grant funds, the Fred Hutchinson Cancer  
18 Research Center requires the City to enter into an agreement (the “Agreement”), a copy of  
19 which is on file with the Clerk of the Board of Supervisors in File No. 091355; which  
20 is hereby declared to be a part of this resolution as if set forth fully herein; and,

21 WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH  
22 for one existing position, Senior Physician Specialist (Job Class #2232 ) at 0.10 FTE, for the  
23 period of June 1, 2009 through May 31, 2010; and,

24 WHEREAS, A request for retroactive approval is being sought because the funder did  
25 not send the award letter and agreement until October 27, 2009; and,

FILE NO.

RESOLUTION NO.

1 WHEREAS, The budget includes a provision for indirect costs of \$4,854; now  
2 therefore, be it

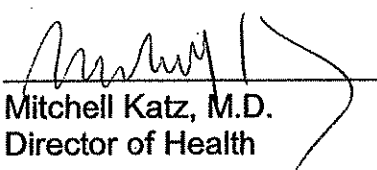
3 RESOLVED, That DPH is hereby authorized to accept and expend a grant in the  
4 amount of \$35,125 from the Fred Hutchinson Cancer Research Center; and, be it

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

8 FURTHER RESOLVED, That the Director of Health is authorized to enter into the  
9 agreement on behalf of the City; and, be it

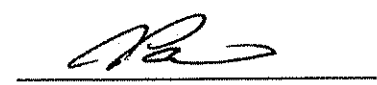
10 FURTHER RESOLVED, That the Controller is directed to designate all positions  
11 funded under this agreement as "G" or grant-funded positions which would terminate when  
12 the agreement expires.

13  
14  
15 RECOMMENDED:

16  
17  
18   
19 Mitchell Katz, M.D.  
20 Director of Health

APPROVED:

21  
22   
23 Office of the Mayor

24  
25   
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. *[Signature]*  
Director of Health

DATE: November 17, 2009

SUBJECT: Accept and Expend Resolution for Subject Allocation

GRANT TITLE: eLearning Modules to Support HIV Research

---

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

- ☒ Proposed grant resolution, original signed by Department
- ☒ Grant information form, including disability checklist
- ☒ Grant budget and justification
- ☒ Agreement (1)

**Special Timeline Requirements:**

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

Name: Grace Alderson

Phone: 554-2655

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

Certified copy required Yes ☐

No ☒

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).

File Number: 091355  
(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: eLearning Modules to Support HIV Research
2. Department: Department of Public Health, AIDS Office HIV Research Section
3. Contact Person: Martin Soto Telephone: 415-554-4249
4. Grant Approval Status (check one):

☒ Approved by funding agency

☐ Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$35,125

6a. Matching Funds Required: None

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

7a. Grant Source Agency: National Institutes of Health (NIH)

b. Grant Pass-Through Agency (if applicable): Fred Hutchinson Cancer Research Center

8. Proposed Grant Project Summary:

Dr. Fuchs will serve as the project Principle Investigator for this award which will require assembling subject matter experts to consult on the development of two novel eLearning modules in support of NIH-funded HIV prevention and treatment research. The first is focused on Counseling to Promote Adherence to Experimental HIV Prevention and Treatment Interventions and the second is focused on Working with Couples within biomedical prevention and treatment trials. In collaboration with the eLearning vendor and subject experts, Dr. Fuchs will oversee written and eLearning curriculum development, participate in regularly scheduled conference calls, and attend a face-to-face meeting in North Carolina with SMI (eLearning vendor) to plan for video and written content development

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

Start-Date: June 1, 2009

End-Date: May 31, 2010

10. Number of new positions created and funded: No new positions will be created therefore an ASO amendment is not required, because funds are being used to support existing position, including the following:

0.10 FTE (job class#2232) Senior Physician Specialist

11. If new positions are created, explain the disposition of employees once the grant ends? Not applicable

12a. Amount budgeted for contractual services: None

- b. Will contractual services be put out to bid? N/A
- c. If so, will contract services help to further the goals of the department's MBE/WBE requirements ? N/A
- d. Is this likely to be a one-time (OTF) or ongoing request for contracting out? N/A

- 13a. Does the budget include indirect costs? ☒ Yes ☐ No
- b1. If yes, how much? \$4,854
- b2. How was the amount calculated? 26.51% of 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 is requesting retroactive approval because the funder did not send the award letter and agreement until October 27, 2009, with a project start date of June 1st, 2009. We respectfully request for approval to accept and expend these funds retroactive June 1, 2009.


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

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

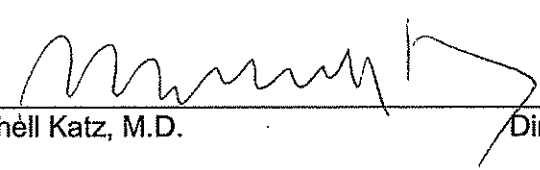
- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> Existing Site(s) | <input checked="" type="checkbox"/> Existing Structure(s) | <input type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s)       | <input type="checkbox"/> Rehabilitated Structure(s)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

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 Hashimoto

Date Reviewed: 11/16/09

Department Approval:   
Mitchell Katz, M.D. Director of Public Health

| DETAILED BUDGET FOR INITIAL BUDGET PERIOD<br>DIRECT COSTS ONLY              |                    |                           |                 |                 |                      | FROM<br>06/01/09                     | THROUGH<br>05/31/10 |                 |
|---|--------------------|---------------------------|-----------------|-----------------|----------------------|--------------------------------------|---------------------|-----------------|
| PERSONNEL (Applicant organization only)                                     |                    | Months Devoted to Project |                 |                 | INST. BASE<br>SALARY | DOLLAR AMOUNT REQUESTED (omit cents) |                     |                 |
| NAME  | ROLE ON<br>PROJECT | Cal.<br>Mnths.            | Acad.<br>Mnths. | Summer<br>Mnths |                      | SALARY<br>REQUESTED                  | FRINGE<br>BENEFITS  | TOTAL           |
| Fuchs, Jonathon   | PD/PI              | 1.2                       |                 |                 | 183,092              | 18,309.                              | 4,462.              | 22,771.         |
|   |                    |                           |                 |                 |                      |                                      |                     | 0.              |
|   |                    |                           |                 |                 |                      | 0.                                   |                     | 0.              |
|   |                    |                           |                 |                 |                      | 0.                                   | 0.                  | 0.              |
|   |                    |                           |                 |                 |                      | 0.                                   | 0.                  | 0.              |
|   |                    |                           |                 |                 |                      | 0.                                   | 0.                  | 0.              |
|   |                    |                           |                 |                 |                      | 0.                                   | 0.                  | 0.              |
| <b>SUBTOTALS</b> →  |                    |                           |                 |                 |                      | 18,309.                              | 4,462.              | 22,771.         |
| CONSULTANT COSTS  |                    |                           |                 |                 |                      |                                      |                     | 0.              |
| EQUIPMENT (Itemize)   |                    |                           |                 |                 |                      |                                      |                     | 0.              |
| SUPPLIES (Itemize by category)  |                    |                           |                 |                 |                      |                                      |                     | 0.              |
| TRAVEL  |                    |                           |                 |                 |                      |                                      |                     | 0.              |
| PATIENT CARE  |                    | INPATIENT                 |                 |                 |                      | 0.                                   |                     | 0.              |
|   |                    | OUTPATIENT                |                 |                 |                      | 0.                                   |                     | 0.              |
| ALTERATIONS AND RENOVATIONS (Itemize by category)                           |                    |                           |                 |                 |                      |                                      |                     | 0.              |
|   |                    |                           |                 |                 |                      |                                      |                     | 0.              |
| OTHER EXPENSES (Itemize by category)  |                    |                           |                 |                 |                      |                                      |                     | 0.              |
| Rent  |                    | \$7,500                   |                 |                 |                      | 0.                                   |                     | 0.              |
|   |                    |                           |                 |                 |                      |                                      |                     | 0.              |
|   |                    |                           |                 |                 |                      |                                      |                     | 0.              |
|   |                    |                           |                 |                 |                      |                                      |                     | 0.              |
|   |                    |                           |                 |                 |                      |                                      |                     | 7,500.          |
| CONSORTIUM/CONTRACTUAL COSTS  |                    |                           |                 |                 |                      | DIRECT COSTS                         |                     | 0.              |
| <b>SUBTOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD (Item 7a, Face Page)</b> |                    |                           |                 |                 |                      |                                      |                     | <b>\$30,271</b> |
| CONSORTIUM/CONTRACTUAL COSTS  |                    |                           |                 |                 |                      | FACILITIES AND ADMINISTRATIVE COSTS  |                     | 4,854           |
| <b>TOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD</b>                         |                    |                           |                 |                 |                      |                                      |                     | <b>\$35,125</b> |



# Subaward Agreement

## Prime Awardee

## Subawardee

Institution/Organization ("CENTER")

Name: Fred Hutchinson Cancer Research Center  
Address: 1100 Fairview Ave. N.  
P.O. Box 19024, M/S J6-500  
Seattle, WA 98109-1024

Institution/Organization ("COLLABORATOR")

Name: San Francisco Dept of Public Health  
AIDS Office  
Address: 25 Van Ness Avenue, Suite 500  
San Francisco, CA 94102

EIN No:

Prime Award No.

5 U01 AI068614-04

Subaward No.

0000679071

Project No.: 207222 Flex Code: S2896

Awarding Agency

NIAID

CFDA No.

93.855

Subaward Period of Performance

6/01/09 – 5/31/10

Not to Exceed Amount

\$35,125.00

Project Title: NIMH HRCT New Modules Proposal

### Terms and Conditions

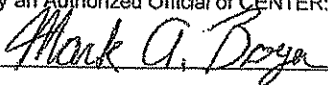
1. CENTER hereby awards a **cost reimbursable** subaward as described above to COLLABORATOR. In its performance of subaward work, COLLABORATOR shall be an independent entity and not an employee or agent of CENTER. The Statement of Work and Budget for this Subaward are as specified in Attachment 4.
2. CENTER shall reimburse COLLABORATOR not more often than monthly for allowable costs. All invoices shall be submitted using COLLABORATOR's standard invoice, but at a minimum shall include current and cumulative costs, Subaward Number, and certification as to the truth and accuracy of invoice. Invoices should be submitted directly to:

Fred Hutchinson Cancer Research Center  
Accounts Payable  
P.O. Box 19024, J6-320  
Seattle, WA 98109-1024

Questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.

3. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the COLLABORATOR.
4. Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 3.
5. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.
6. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
7. Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. CENTER shall pay COLLABORATOR for termination costs as allowable under OMB Circular A-21, J.49; A-122, Attachment B, 52; or 45 CFR 74, App. E, as applicable to COLLABORATOR.
8. The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.
9. By signing below COLLABORATOR makes the certifications and assurances shown in Attachment 2.

By an Authorized Official of CENTER:



10/20/09

Mark Boyer, Director, OSR

Date

By an Authorized Official of COLLABORATOR:



11/4/09

Date

**Attachment 1  
Subaward Agreement**

By signing the Subaward Agreement, the authorized official of COLLABORATOR certifies, to the best of his/her knowledge and belief, that:

**Certification Regarding Lobbying**

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the COLLABORATOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the COLLABORATOR shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," to the CENTER.
3. The COLLABORATOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Debarment, Suspension, and Other Responsibility Matters**

COLLABORATOR certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

**OMB Circular A-133 Assurance**

COLLABORATOR assures CENTER that it complies with A-133 and that it will notify CENTER of completion of required audits and of any adverse findings, which impact this subaward.

**Attachment 2**  
**Subaward Agreement**

**Agency-Specific Certifications/Assurances**

The following assurances/certifications are made and verified by COLLABORATOR'S Authorized Official on the face page of this Subaward. Descriptions of individual assurances/certifications are provided in Section III of the instructions for the PHS 398. 1) Human Subjects; 2) Research Using Human Embryonic Stem Cells; 3) Research on Transplantation of Human Fetal Tissue; 4) Women and Minority Inclusion Policy; 5) Inclusion of Children Policy; 6) Vertebrate Animals; 7) Debarment and Suspension; 8) Drug-Free Workplace; 9) Lobbying; 10) Non-Delinquency on Federal Debt; 11) Research Misconduct; 12) Civil Rights (Form HHS 441 or HHS 690); 13) Handicapped Individuals (Form HHS 641 or HHS 690); 14) Sex Discrimination (Form HHS 639-A or HHS 690); 15) Age Discrimination (Form HHS 680 or HHS 690); 16) Recombinant DNA and Human Gene Transfer Research; 17) Financial Conflict of Interest; 18) Smoke Free Workplace; 19) Prohibited Research; 20) Select Agent Research; 21) PI Assurance. Within sixty (60) days following its identification of a significant financial interest that conflicts with the work to be carried out under this subaward, COLLABORATOR will notify CENTER of such conflicting interest and assure CENTER that it has been managed, reduced, or eliminated in accordance with 42 CFR Part 50.

**General Terms and Conditions**

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
3. The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the period of performance.
4. COLLABORATOR assures, by signing this Subaward Agreement, that all COLLABORATOR'S personnel who are responsible for the design and conduct of projects involving human research participants have successfully completed their institutional training in accordance with the NIH Guide, Notice OD-00-039.
5. Expanded Authorities apply, except for the right to initiate an automatic one-time extension of the end date, which is replaced by the need to obtain prior written approval from the CENTER. Any prior approvals are to be sought from the CENTER and not the Federal Awarding Agency.
6. Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or COLLABORATOR cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the COLLABORATOR upon acquisition without further obligation to the Federal Awarding Agency.

**Special terms and conditions:**

1. Copyrights  
COLLABORATOR grants to CENTER an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet CENTER's obligations to the Federal Government under its Prime Award.
2. Data Rights  
COLLABORATOR grants to CENTER the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet CENTER's obligations to the Federal Government under its Prime Award.

**Special Terms and Conditions – NIAID Grant Number 5 U01 AI068614-04**

1. Funds provided by this Subaward or any other agreement with the Center relating to the HVTN shall not be expended for recruiting, enrolling or treating individual volunteers until the following have been completed:
  - a. All Key Personnel (individuals responsible for design and conduct of the HVTN project described in the Statement of Work) have received human subjects protection training. Collaborator assures, by signing this Subaward Agreement, that all Collaborators' Key Personnel who are responsible for the design and conduct of projects involving human research participants have successfully completed their institutional training in accordance with the NIH Guide, Notice OD-00-039.  
<http://grants1.nih.gov/grants/guide/notice-files/NOT-OD-00-039.html>

Collaborator shall comply with all U.S. Federal and home country requirements pertaining to research involving human subjects (45 Code of Federal Regulations Part 46 and 21 Code of Federal Regulations Parts 50, 56 and 312, as applicable). All activities of institutional review boards/ethics committees must be documented in writing.  
<http://www.hhs.gov/ohrp/humansubjects/guidance/45cfr46.htm>

2. Collaborator shall comply with the 45 Code of Federal Regulations Part 74 as applicable. [These are the U.S. Federal, state, and home country regulations governing research funded by the U.S. Department of Health and Human Services (DHHS) and the National Institutes of Health (NIH). These regulations include fiscal and administrative provisions. <http://www.gpoaccess.gov/cfr/index.html>

3. Collaborator shall comply with any applicable provisions of the NIH Guidelines for Research Involving Recombinant DNA Molecules. <http://www4.od.nih.gov/oba/rac/guidelines/guidelines.html>.
4. The restrictions on the expenditure of U.S. Federal funds in appropriations acts are applicable to this Subaward to the extent those restrictions are pertinent. For example, Collaborator shall not claim reimbursement for personnel compensation at a rate in excess of the applicable NIH salary cap. See the Salaries and Wages section at: [http://grants1.nih.gov/grants/policy/nihgps\\_2001/part\\_1ia\\_4.htm#\\_Toc504811849](http://grants1.nih.gov/grants/policy/nihgps_2001/part_1ia_4.htm#_Toc504811849)
5. Collaborator acknowledges this Subaward is funded by NIH. Collaborator agrees to comply with all applicable requirements described in the NIH Grants Policy Statement, including addenda in effect as of the beginning date of the period of performance. [http://grants.nih.gov/grants/policy/nihgps\\_2003/](http://grants.nih.gov/grants/policy/nihgps_2003/)
6. Collaborator shall comply with applicable U.S. Federal regulations relating to:
  - a. Research misconduct [42 Code of Federal Regulations Part 50, Subpart A; [http://www.access.gpo.gov/nara/cfr/waisidx\\_02/42cfr50\\_02.html](http://www.access.gpo.gov/nara/cfr/waisidx_02/42cfr50_02.html)
  - b. General program requirements as referenced in 42 Code of Federal Regulations Part 52; [http://www.access.gpo.gov/nara/cfr/waisidx\\_02/42cfr52\\_02.html](http://www.access.gpo.gov/nara/cfr/waisidx_02/42cfr52_02.html)
  - c. Hazardous materials [39 Code of Federal Regulations Parts 171-180]; and
  - d. Importation of etiologic agents [42 Code of Federal Regulations Part 72 and §71.54]. [http://www.access.gpo.gov/nara/cfr/waisidx\\_02/42cfr72\\_02.html](http://www.access.gpo.gov/nara/cfr/waisidx_02/42cfr72_02.html)  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_02/42cfr71\\_02.html](http://www.access.gpo.gov/nara/cfr/waisidx_02/42cfr71_02.html)
7. 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 5U01AI068614-04 from the National Institute of Allergy and Infectious Diseases (NIAID). The content is solely the responsibility of the authors and does not necessarily represent the official views of the NIAID of the NIH."
8. Collaborator shall comply with all NIAID policies for monitoring clinical studies. When clinical studies or trials are a component of the research proposed, NIAID policy requires that studies be monitored commensurate with the degree of potential risk to study subjects and the complexity of the study. The following site is available for further information: <http://grants2.nih.gov/grants/guide/notice-files/NOT-AI-02-032.html>. The full policy, including terms and conditions of award, is available at <http://www.niaid.nih.gov/ncn/pdf/clinterm.pdf>.
9. Collaborator shall comply with U.S. Federal regulations regarding standards for the privacy of individually identifiable health information as set forth in 45 Code of Federal Regulations Parts 160 and 164, as applicable.
10. This award is issued as a Cooperative Agreement, and as such, substantial NIH scientific and 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 AI-05-001, Leadership for NIH/AIDS Clinical Trials Networks, release date 11/19/2004, which are hereby incorporated by reference as special terms and conditions of this award. The RFA may be accessed at: <http://grants.nih.gov/grants/guide/rfa-files/RFA-AI-05-001.html>.
11. In addition to the NIAID Clinical Terms of Award and all NIH clinical research policies, awardees must comply with the applicable DAIDS Clinical Research Policies and Standard Procedures beginning on February 5, 2007 for all new studies submitted for DAIDS scientific committee (Clinical Science or Prevention Science) review (<http://www3.niaid.nih.gov/research/resources/DAIDSClinRsrch/Default.html>).
12. Collaborator shall 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 the NIH. The author's final peer-reviewed manuscript is denied 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/index.html>.
13. Collaborator may not transfer any funds issued under this agreement to another organization for the purposes of carrying out any portion of the planned programmatic activities in the form of a Consortium Agreement. A Consortium agreement is a formalized agreement whereby a research project is carried out by the grantee and one or more other organizations that are separate legal entities. Under the agreement, the grantee must perform a substantive role in the conduct of the planned research and not merely serve as a conduit of funds to another party or parties. The referenced section of the NIH Grants Policy Statement is available at [http://grants1.nih.gov/grants/policy/nihgps\\_2003/NIHGPs\\_Part12.htm#\\_Toc54600251](http://grants1.nih.gov/grants/policy/nihgps_2003/NIHGPs_Part12.htm#_Toc54600251).
14. Collaborator shall comply with any applicable provisions of the NIH Guidelines for Interest Earned on Advances. According to NIH Grants Policy (NIHGPs) if advance payments are issued off any federally funded award to a subawardee, they are required to maintain those funds in an interest-bearing account. Any interest earned by the subawardee on these funds must be remitted annually to PMS (Payment Management System). For further information regarding this policy, please see NIHGPS section "Interest Earned on Advances of Grant Funds" [http://grants2.nih.gov/grants/policy/nihgps\\_2003/NIHGPs\\_Part5.htm#\\_Toc54600114](http://grants2.nih.gov/grants/policy/nihgps_2003/NIHGPs_Part5.htm#_Toc54600114)

**Attachment 3  
Subaward Agreement**

| Center Contacts   | COLLABORATOR Contacts   |
|---|---|
| <b>Administrative Contact</b><br><br>Name: Ellen Macom<br>Contract Specialist<br>Address: Fred Hutchinson Cancer Research Ctr.<br>1100 Fairview Avenue North<br>P.O. Box 19024-MS J6-500<br>Seattle, WA 98109-1024<br><br>Telephone: 206-667-2153<br>Fax: 206-667-6221<br>Email: emacom@fhcrc.org               | <b>Administrative Contact</b><br><br>Name: Martin Soto<br>Address: San Francisco Dept of Public Health<br>AIDS Office<br>25 Van Ness Avenue, Suite 500<br>San Francisco, CA 94102<br><br>Telephone: 415-554-4249<br>Fax: 415-431-7029<br>Email: martin.soto@sfdph.org |
| <b>Principal Investigator</b><br><br>Name: Dr. Lawrence Corey<br>Address: Fred Hutchinson Cancer Research Ctr.<br>1100 Fairview Avenue North<br>P.O. Box 19024-MS J6-500<br>Seattle, WA 98109-1024<br><br>Telephone: 206-667-6770<br>Fax: 206-667-4411<br>Email: lcorey@fhcrc.org                               | <b>Project Director</b><br><br>Name: Dr. Jonathan Fuchs<br>Address: San Francisco Dept of Public Health<br>AIDS Office<br>25 Van Ness Avenue, Suite 500<br>San Francisco, CA 94102<br><br>Telephone:<br>Fax:<br>Email:  |
| <b>Financial Contact</b><br><br>Name: Kimberly Hitchcock<br>Address: HVTN Contracts Team Leader<br>Fred Hutchinson Cancer Research Ctr.<br>1100 Fairview Avenue North<br>P.O. Box 19024-MS LE-500<br>Seattle, WA 98109-1024<br><br>Telephone: 206-667-1204<br>Fax: 206-667-6366<br>Email: khitchco@fhcrc.org    | <b>Financial Contact</b><br><br>Name:<br><br>Address:<br><br>Telephone:<br>Fax:<br>Email:   |
| <b>Authorized Official</b><br><br>Name: Mark Boyer<br>Director, Office of Sponsored Research<br>Address: Fred Hutchinson Cancer Research Ctr.<br>1100 Fairview Avenue North<br>P.O. Box 19024-MS J6-500<br>Seattle, WA 98109-1024<br><br>Telephone: 206-667-4868<br>Fax: 206-667-6221<br>Email: gmail@fhcrc.org | <b>Authorized Official</b><br><br>Name:<br><br>Address:<br><br>Telephone:<br>Fax:<br>Email:   |

**Attachment 4  
Subaward Agreement**

**BUDGET**

| <b>Category</b>       | <b>Budget</b> |
|-----------------------|---------------|
| Direct Labor          | \$18,309.00   |
| Fringe Benefits       | \$4,462.00    |
| Patient Care          | \$0.00        |
| Renovations           | \$0.00        |
| Consultants           | \$0.00        |
| Supplies              | \$0.00        |
| Travel                | \$0.00        |
| Other Direct Costs    | \$7,500.00    |
| Total Direct Costs    | \$30,271.00   |
| Indirect Costs 26.51% | \$4,854.00    |
| Total Costs           | \$35,125.00   |

Each Clinical Trial Unit ("CTU") must be notified of the purpose, funding and time frame for all funds provided to each Clinical Research Site ("CRS").

**STAMENT OF WORK**

Scope of Work 6/1/09-5/31/10

The subcontractor PI will assemble subject matter experts to consult on the development of two novel eLearning modules in support of NIH-funded HIV prevention and treatment research.

The first module is focused on Counseling to Promote Adherence to Experimental HIV Prevention and Treatment Interventions and the second is focused on Working with Couples within biomedical prevention and treatment trials.

In collaboration with the eLearning vendor and subject experts, the subcontractor PI will oversee written and eLearning curriculum development, participate in regularly schedule conference calls, and attend a fact-to-face meeting in North Carolina with SMI (eLearning vendor) to plan for video and written content development.

## **INTRODUCTION FORM**

By a member of the Board of Supervisors or the Mayor

Time Stamp or  
Meeting Date

I hereby submit the following item for introduction:

- \_\_\_\_\_ 1. For reference to Committee:  
An ordinance, resolution, motion, or charter amendment.
- X   2. Request for next printed agenda without reference to Committee
- \_\_\_\_\_ 3. Request for Committee hearing on a subject matter.
- \_\_\_\_\_ 4. Request for letter beginning "Supervisor \_\_\_\_\_ inquires...".
- \_\_\_\_\_ 5. City Attorney request.
- \_\_\_\_\_ 6. Call file from Committee.
- \_\_\_\_\_ 7. Budget Analyst request (attach written motion).
- \_\_\_\_\_ 8. Substitute Legislation File Nos.

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

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

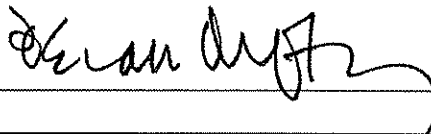
**Note:** For the Imperative Agenda (a resolution not on the printed agenda), use a different form.]

**Sponsor(s):** Supervisor Bevan Dufty

**SUBJECT:** Accept and Expend Grant – eLearning Modules to Support HIV Research

The text is listed below or attached:

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



**For Clerk's Use Only:**

091355

