

STANFORD UNIVERSITY
CONTRACT FOR RESEARCH SERVICES
SAN MATEO COUNTY

AMENDMENT NO. 4

The original agreement bearing Stanford University Contract No. PR-0272, is hereby modified as follows:

Description of change(s) made effective January 1, 2001:

1. Article 2, PERIOD OF PERFORMANCE

The Period of Performance is extended for two years, through December 31, 2002.

2. Article 3.a.(2), ALLOWABLE COSTS AND PAYMENT, is amended to include the following:

"The budget, included herein at Attachment A to this Amendment No. 4. For the period of performance from January 1, 2001 through December 31, 2002, Stanford shall pay Contractor an amount not to exceed ONE HUNDRED FORTY-TWO THOUSAND TWO HUNDRED SIXTY-SIX AND NO/100 DOLLARS (\$142,266.00)."

3. Article 4, BILLING, is deleted in its entirety and replaced with the following:

"Invoices shall be submitted quarterly (April 15, July 15, October 15, January 15) in duplicate for approval to the following Stanford representative, who will forward the approved invoices to the Controller's Office for payment:

Kristen Wong
Division of Infectious Diseases
Grant Bldg., Room S-156
Stanford University
Stanford, CA 94305-5107
Phone: (650) 725-3933
Fax: (650) 725-2395
Email: kristen.wong@stanford.edu"

4. Article 5, HUMAN SUBJECTS, is deleted in its entirety and replaced with the following:

“Article 5, HUMAN SUBJECTS IN RESEARCH PROJECTS

Contractor assures that adequate safeguards shall be taken whenever using human subjects in research and that an institutional review committee composed of sufficient members with varying background to assure complete and adequate review of projects involving the use of human subjects has reviewed and approved the projects. Contractor shall comply with all applicable elements of Title 45 Code of Federal Regulations, Part 46.

By execution of this Contract, Contractor assures to Stanford University that it complies with the education requirement for all its key personnel as enumerated in the NIH Guide dated June 5, 2000 (revised August 25, 2000), Notice No. OD-00-039.”

5. Article 6, LABORATORY ANIMALS, is deleted in its entirety and replaced with the following:

“Article 6, CARE AND TREATMENT OF LABORATORY ANIMALS

Contractor assures that whenever vertebrate animals are used in research, Contractor shall comply with the applicable portions of the Animal Welfare Act (P.L. 89-544, as amended) and its implementing regulations and shall follow the guidelines prescribed in DHHS Publication No. 86-23 (NIH), “Guide for the Care and Use of Laboratory Animals.”

6. Article 8, INCORPORATION OF PHS GRANTS POLICY STATEMENT, is deleted in its entirety and replaced with the following:

“Article 8, INCORPORATION OF NIH GRANTS POLICY STATEMENT

Incorporated into this Contract by reference with the same force and effect as if set forth in full text are all the provisions of the NIH Grants Policy Statement, including addenda in effect as of the beginning date of the budget period, modified appropriately to reflect the circumstances that the contractual relationship created by this Contract is between Stanford and the Contractor.”

7. Article 9, REBUDGETING OF CONTRACT FUNDS, is deleted in its entirety and replaced with the following:

“This contract is excluded from Expanded Authorities.”

8. Article 19, MISCONDUCT IN SCIENCE CERTIFICATION, is deleted in its entirety and replaced with the following:

“Article 19, MISCONDUCT IN SCIENCE

Contractor assures that it maintains an administrative review process for dealing with and reporting possible misconduct in science and that it has an assurance on file with the Office of Research Integrity, National Institutes of Health, or, if not, it agrees to be subject to the policies of Stanford

University for dealing with and reporting possible misconduct in science with respect to research supported through this Contract.”

9. Article 25, NIH GRANT AWARD TERMS AND CONDITIONS, is inserted following Article 24.

“Article 25, NIH GRANT AWARD TERMS AND CONDITIONS

The following provisions are flowed-down from Stanford’s prime NIH grant and apply to this Contract:

- a. “45 CFR PART 74, “UNIFORM ADMINISTRATIVE REQUIREMENTS FOR AWARDS AND SUBAWARDS TO INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, OTHER NONPROFIT ORGANIZATIONS, AND COMMERCIAL ORGANIZATIONS; AND CERTAIN GRANTS AND AGREEMENTS WITH STATES, LOCAL GOVERNMENTS AND INDIAN TRIBAL GOVERNMENTS”
(http://www.access.gpo.gov/nara/cfr/waisidx_01/45cfr474_01.html)

or

45 CFR PART 92-“UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS”
(http://www.access.gpo.gov/nara/cfr/waisidx_01/45cfr92_01.html), as applicable.

- b. “The Terms and Conditions of Award as set forth in the SPECIAL REQUIREMENTS section of RFA A1-98-013, NIH Guide to Grants and Contracts, 07/31/98. These special terms and conditions are incorporated in this award by reference.

Copies of the RFA may be accessed at the following internet address:

<http://grants.nih.gov/grants/guide/rfa-files/RFA-A1-98-013.html>.”

10. Article 26, FINANCIAL CONFLICT OF INTEREST, is inserted following Article 25: _____

“Article 26, FINANCIAL CONFLICT OF INTEREST

Contractor shall comply with 42 CFR Part 50 subpart F. Contractor assures to Stanford University and PHS that it has an active and enforced policy and that its investigators are in compliance with such policy in order to protect the research from bias.”

11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD

Contractor certifies, to the best of its knowledge and belief, that -

- a. The Contractor and/or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- b. Contractor has not, within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against it for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract

or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

- c. Contractor is not presently indicted for, or otherwise criminally or civilly charged by a Government entity with commission of any of these offenses.
- d. Contractor shall provide immediate written notice to Stanford University if, at any time, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

12. CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS

- a. Contractor certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid 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 on Contractor's behalf in connection with the award of any resultant contract.
- b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid 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 on Contractor's behalf in connection with this Contract, the Contractor shall notify Stanford University and complete and submit OMB standard form LLL, Disclosure of Lobbying Activities, and
- c. Contractor will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000.00 shall certify and disclose accordingly.

13. CLEAN AIR AND WATER CERTIFICATION

Contractor certifies and represents that -

- a. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.
- b. Contractor will immediately notify Stanford University of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Contractor proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- c. Contractor will include a certification substantially the same as this certification, including this paragraph c. in every nonexempt subcontract (of \$100,000.00 or more).

Except as modified above, all other terms and conditions remain unchanged.

SAN MATEO COUNTY

Summary of Contract Amounts:

By: _____
Signature

Original Amount: \$53,544.00

Type Name

Previous Amendments: \$136,883.00

Type Title

Total to Date: \$190,427.00

Signature Date

This Amendment: \$142,266.00

THE BOARD OF TRUSTEES OF THE
LELAND STANFORD JUNIOR UNIVERSITY

Revised Amount of
this Agreement: \$332,693.00

By: *Susan K. Webert*
Susan K. Webert
Director of Procurement

3-4-02
Signature Date

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

Merigan, Thomas C.

DETAILED BUDGET FOR INITIAL BUDGET PERIOD

DIRECT COSTS ONLY

FROM 1/1/2001 THROUGH 12/31/2001

PERSONNEL (Applicant Organization Only)					DOLLAR AMOUNT REQUESTED (omit cents)		
NAME	ROLE ON PROJECT	TYPE APPT. (months)	% EFFORT ON PROJ.	INST. BASE SALARY	SALARY REQUESTED	FRINGE BENEFITS	TOTALS
Dennis Israelski*	Principal Investigator	12	12%	141,300	16,956		16,956
TBA	Outreach Worker	12	25%	25,000	6,250		6,250
Bill Fanning	Edison Pharmacist		10%	12,500	9,375		9,375
David Freehill	Willow Pharmacist		10%	14,735	11,051		11,051
*Salary Capped							
SUBTOTALS					\$43,632		\$43,632

CONSULTANT COSTS

EQUIPMENT (Itemize)

SUPPLIES (Itemize by category)

Clinical and Patient Management Supplies:

Alcohol wipes, bandage strips, gloves and vacutainer tubes. Folders, binders and other patient management supplies for both the Edison and Willow Clinic sites

					\$2,400
TRAVEL					
PI Domestic Travel					\$3,000
PATIENT CARE COSTS					
INPATIENT					
OUTPATIENT					\$19,301
OTHER EXPENSES (Itemize by category) (for both Edison and Willow Clinic sites)					
Communication expenses		\$1,200			
Storage of patient records		\$600	Duplicating	\$1,000	
					\$2,800

SUBTOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD	\$ 71,133
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CONSORTIUM/CONTRACTUAL DIRECT COSTS	
COSTS INDIRECT COSTS	
TOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD	\$ 71,133

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

Merigan, Thomas C.

**DETAILED BUDGET FOR INITIAL BUDGET PERIOD
 DIRECT COSTS ONLY**

FROM 1/1/2002 THROUGH 12/31/2002

PERSONNEL (Applicant Organization Only)					DOLLAR AMOUNT REQUESTED (omit cents)		
NAME	ROLE ON PROJECT	TYPE APPT. (months)	% EFFORT ON PROJ.	INST. BASE SALARY	SALARY REQUESTED	FRINGE BENEFITS	TOTALS
Dennis Israelski	Principal Investigator	12	10%	161,200	16,120		16,120
TBN	Outreach Worker	12	10%	39,780	3,978	1,193	5,171
SUBTOTALS					\$20,098	\$1,193	\$21,291

CONSULTANT COSTS

Consulting Clinical Pharmacologists (Willow and Edison Sites)
 Edison Site: \$13,520; Willow VA Site: \$8,821 \$22,341

EQUIPMENT (Itemize)

SUPPLIES (Itemize by category)

Clinical Supplies:

Alcohol wipes, bandage strips, gloves, vacutainer tubes and other supplies to support this project at both the Edison and Willow Clinic sites

\$2,400

TRAVEL

PI Domestic Travel - ACTG Meetings

\$3,000

PATIENT CARE COSTS

INPATIENT

OUTPATIENT

\$19,301

OTHER EXPENSES (Itemize by category)

(for both Edison and Willow Clinic sites)

Communication Expenses \$1,200

Storage of patient records, \$600

\$1,000

Duplicating, \$1,000

\$2,800

SUBTOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD

\$ 71,133

CONSORTIUM/CONTRACTUAL DIRECT COSTS

COSTS INDIRECT COSTS

TOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD

\$ 71,133

SUBCONTRACT

SAN MATEO CLINIC

COUNTY OF SAN MATEO

HEATH SERVICES
Hospital and Clinics Division

MEMORANDUM

Date: November 28, 2001
To: Priscilla Morse, Risk Management/ Pony # EPS 163 Fax # 363-4864
From: Tere Larcina, Hospital and Clinics/Pony # HOS316/Fax # 2267
Subject: Contract Insurance Approval

CONTRACTOR: Stanford University (for Research Services)

DO THEY TRAVEL:

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: More than one.

DUTIES (SPECIFIC): We have an agreement with Stanford University to accept funds to support research activities for clinical trials associated with Stanford's AIDS Clinical Trial Unit at the Willow and Edison Clinics. This is an amendment to extend the agreement one year through December 31, 2001, and to increase the agreement maximum by \$71,133.

<u>COVERAGE:</u>	Amount	Approve	Waive	Modify
Comprehensive Liability:	w _____	_____	<input checked="" type="checkbox"/>	_____
Motor Vehicle Liability:	w _____	_____	<input checked="" type="checkbox"/>	_____
Professional Liability:	w _____	_____	<input checked="" type="checkbox"/>	_____
Worker's Compensation:	w _____	_____	<input checked="" type="checkbox"/>	_____

REMARKS/COMMENTS:

Priscilla Morse
SIGNATURE