

File No. 091340

Committee Item No. _____

Board Item No. 39

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Board of Supervisors Meeting

Date November 24, 2009

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget Analyst Report
- Legislative Analyst Report
- Youth Commission Report
- Introduction Form (for hearings)
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Award Letter
- Application
- 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 November 19, 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.

PE

FILE NO. 091340

RESOLUTION NO.

1 [Accept & Expend Grant – Screening, Brief Intervention, and Referral to Treatment SBIRT]

2
3 **Resolution authorizing the San Francisco Department of Public Health (DPH) to accept**
4 **and expend retroactively a grant in the amount of \$24,790 from the University of**
5 **California San Francisco (UCSF), to assist with a project entitled “Screening, Brief**
6 **Intervention, and Referral to Treatment;” for the period of September 30, 2008 through**
7 **September 29, 2009.**

8
9 WHEREAS, UCSF is the recipient of a grant award from the Department of Health and
10 Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) to
11 support the project entitled “Screening, Brief Intervention, and Referral Treatment;” and,

12 WHEREAS, Through this grant, UCSF has agreed to fund DPH in the amount of
13 \$24, 790 for the period of September 30, 2008 through September 29, 2009; and,

14 WHEREAS, As a condition of receiving the grant funds, UCSF requires the City to
15 enter into an agreement (the “Agreement”), a copy of which is on file with the Clerk of the
16 Board of Supervisors in File No. 091340; which is hereby declared to be a part of
17 this resolution as if set forth fully herein; and,

18 WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH
19 for one existing position, Senior Physician Specialist (Job Class #2232) at 0.10 FTE, for the
20 period of September 30, 2008 through September 29, 2009; and,

21 WHEREAS, A request for retroactive approval is being sought because DPH did not
22 receive the grant paperwork from UCSF until June 12, 2009, eight months into the project;
23 and,

24 WHEREAS, The budget includes a provision for indirect costs of \$1,836; now
25 therefore, be it

FILE NO.

RESOLUTION NO.

1 RESOLVED, That DPH is hereby authorized to accept and expend a grant in the
2 amount of \$24,790 from UCSF; and, be it


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

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

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

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13
14
15 RECOMMENDED:

APPROVED:

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

23
24 _____
25 Office of the Mayor

Office of the Controller



Gavin Newsom
Mayor

Mitchell H. Katz, MD
Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Mitchell H. Katz, M.D. *MH*
Director of Health

DATE: November 9, 2009

SUBJECT: Accept and Expend Resolution for Subject Allocation

GRANT TITLE: Screening, Intervention, and Referral to Treatment (SBIRT)

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
- Grant award letter from funding agency
- 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: _____
(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: Screening, Brief Intervention, and Referral to Treatment (SBIRT)
2. Department: San Francisco Department of Public Health (SFDPH)
Community Behavioral Health Services (CBHS)
3. Contact Person: Alice A. Gleghorn, PhD, Deputy Director, CBHS Telephone: 415-255-3722
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$24,790
- 6a. Matching Funds Required: \$0
b. Source(s) of matching funds (if applicable):
- 7a. Grant Source Agency: Department of Health and Human Services - Substance Abuse and Mental Health Services Administration (SAMHSA)
b. Grant Pass-Through Agency (if applicable): University of California, San Francisco (UCSF)
8. Proposed Grant Project Summary: The SBIRT grant will provide 10% funding for a Senior Physician Specialist who will lead didactic sessions with healthcare professionals, host patient panel forms, link specialty treatment programs with SBIRT networks, provide clinical supervision to medical residents practicing SBIRT skills, and provide medical residents with hands-on training in specific narcotic replacement therapies.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: 09/30/08 End-Date: 09/29/09
10. Number of new positions created and funded: None. An amendment to the ASO is not required, as the position currently exists in the department.
A. 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: \$0
b. Will contractual services be put out to bid? Not applicable.

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements?
Not applicable.

d. Is this likely to be a one-time or ongoing request for contracting out? Not applicable.

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

b1. If yes, how much? \$1,836

b2. How was the amount calculated? 8% of direct expenses

c. If no, why are indirect costs not included? Not applicable.

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:

The Department of Public Health respectfully requests retroactive approval because UCSF did not send the grant paperwork for this funding to DPH on June 12, 2009, eight months into the project term. There was a misunderstanding of the accept and expend process that resulted in an additional three-month delay. DPH's Grants Manager has provided educational information to the staff-person, who now understands that all grants (regardless of amount) required Board approval.

****Disability Access Checklist****

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

Existing Site(s)

Existing Structure(s)

Existing Program(s) or Service(s)

Rehabilitated Site(s)

Rehabilitated Structure(s)

New Program(s) or Service(s)

New Site(s)

New Structure(s)

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

Comments:

Departmental or Mayor's Office of Disability Reviewer: _____

Jason Hashimoto

Date Reviewed: _____

11/9/09

Department Approval: _____

Mitchell H. Katz, MD, Director of Health

~~ATTACHMENT B~~



SBIRT - Medical Residency Program
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment

Notice of Award

Issue Date: 08/22/2008

Grant Number: 1U79TI020296-01

Program Director:
Paula J Lum MD

Project Title: A SBIRT Medical Residency Program at San Francisco General Hospital

Grantee Address	Business Address
UNIVERSITY OF CALIFORNIA SAN FRANCISCO Paula Joy Lum Program Director 995 Potrero Avenue, Building 80 Ward 84 San Francisco, CA 94110	Joan Erica Kaiser Director Regents of the University of California 3333 California Street Suite 315 San Francisco, CA 94118

Budget Period: 09/30/2008 – 09/29/2009

Project Period: 09/30/2008 – 09/29/2013

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$373,929 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to UNIVERSITY OF CALIFORNIA SAN FRANCISCO in support of the above referenced project. This award is pursuant to the authority of Authorized under Section 509 of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

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.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,

Kathleen Sample
Grants Management Officer
Division of Grants Management, OPS
Substance Abuse and Mental Health Services Administration

See additional information below

SECTION I – AWARD DATA – 1U79TI020296-01

Award Calculation (U.S. Dollars)

Salaries and Wages	\$243,746
Fringe Benefits	\$47,014
Personnel Costs (Subtotal)	\$290,760
Supplies	\$10,000
Consortium/Contractual Cost	\$23,526
Travel Costs	\$11,045
Other	\$10,900
Direct Cost	\$346,231
Indirect Cost	\$27,698
Approved Budget	\$373,929
Federal Share	\$373,929
Cumulative Prior Awards for this Budget Period	\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$373,929

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$373,929
2	\$375,000
3	\$375,000
4	\$375,000
5	\$375,000

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

Fiscal Information:

CFDA Number: 93.243
 EIN: 1946036493A6
 Document Number: UTI2029601
 Fiscal Year: 2008

IC	CAN	Amount
TI	C96T112	\$373,929

TI Administrative Data:

PCC: SBIRT-MD / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 1U79TI020296-01

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 8021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 1U79TI020296-01

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:
Additional Costs**

SECTION IV – TI Special Terms and Condition – 1U79TI020296-01

STANDARD TERMS OF AWARD:

1. This grant is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Award (NoA). Refer to the order of precedence in Section III (Terms and Conditions) on the NoA.
2. The grantee organization is legally and financially responsible for all aspects of this grant, including funds provided to sub-recipients.
3. Grant funds cannot be used to supplant current funding of existing activities. Under the HHS Grants Policy Directives, 1.02 General -- Definition: Supplant is to replace funding of a recipient's existing program with funds from a Federal grant.
4. The recommended future support as indicated on the NoA reflects TOTAL costs (direct plus indirect). Funding is subject to the availability of Federal funds, and that matching funds, (if applicable), is verifiable, progress of the grant is documented and acceptable.
5. By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level I, which is \$191,300 annually.
6. "Confidentiality of Alcohol and Drug Abuse Patient Records" regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b).

Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with (42 CFR 2). The grantee is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

7. Accounting Records and Disclosure - Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee, and all its sub-recipients, should expect that SAMHSA, or its designee, may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.
8. Per (45 CFR 92.34) and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to a royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this grant must be used a program income.

9. A notice in response to the President's Welfare-to-Work Initiative was published in the Federal Register on May 16, 1997. This initiative is designed to facilitate and encourage grantees and their sub-recipients to hire welfare recipients and to provide additional needed training and/or mentoring as needed. The text of the notice is available electronically on the OMB home page at <http://www.whitehouse.gov/omb/fedreg/omb-not.html>.

10. Program Income accrued under the award must be accounted for in accordance with (45 CFR 74.24) or (45 CFR 92.25) as applicable. Program income must be reported on the Financial Status Report, Standard Form 269 (long form).

Program income accrued under this award may be used in accordance with the additional costs alternative described in (45 CFR 74.24(b)(1)) or (45 CFR 92.25(g)(2)) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable OMB Circulars A-102 ("Grants and Cooperative Agreements with State and Local Governments") and A-110 ("Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations").

11. Actions that require prior approval must be submitted in writing to the Grants Management Officer (GMO), SAMHSA. The request must bear the signature of an authorized business official of the grantee organization as well as the project director. Approval of the request may only be granted by the GMO and will be in writing. No other written or oral approval should be accepted and will not be binding on SAMHSA.

12. Any replacement of, or substantial reduction in effort of the Program Director (PD) or other key staff of the grantee or any of the sub-recipients requires the written prior approval of the GMO. The GMO must approve the selection of the PD or other key personnel, if the individual being nominated for the position had not been named in the approved application, or if a replacement is needed should the incumbent step down or be unable to execute the position's responsibilities. A resume for the individual(s) being nominated must be included with the request. Key staffs (or key staff positions, if staff has not been selected) are listed below:

Paula Lum, Director @ 30% level of effort
Jacqueline Peterson Tulskey, Co-Investigator @ 10% level of effort
Sharad Jain, Co-Investigator @ 10% level of effort
Jennifer Hettema, Co-Investigator @ 80% level of effort
Dan Ciccarone, Co-Investigator @ 10% level of effort
Brad Shapiro, Co-Investigator @ 10 level of effort
David Hersh, Co-Investigator @ 10 level of effort
Unnamed Evaluator, @ unstated% level of effort
Clinical Supervisor, at unstated% level of effort

13. None of the Federal funds provided under this award shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

14. Refer to the NoA under Section II (Payment/Hotline Information) regarding the Payment Management System and the HHS Inspector General's Hotline concerning fraud, waste or abuse.

15. As the grantee organization, you acknowledge acceptance of the grant terms and conditions by drawing or otherwise obtaining funds from the Payment Management System. In doing so, your organization must ensure that you exercise prudent stewardship over Federal funds and that all costs are allowable, allocable and reasonable.

16. No HHS funds may be paid as profit (fees) per (45 CFR Parts 74.81 and 92.22(2)).

17. RESTRICTIONS ON GRANTEE LOBBYING (Appropriations Act Section 503).

(a) No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.

(b) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

18. Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites):

Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

19. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://samhsa.gov/grants/trafficking.aspx>.

20. Grantees must comply with the requirements of the National Historical Preservation Act and EO 13287, Preserve America. The HHS Grants Policy Statement provides clarification and uniform guidance regarding preservation issues and requirements (pages I-20, "Preservation of Cultural and Historical Resources"). Questions concerning historical preservation please contact, Mike Daniels, SAMHSA Federal Preservation Coordinator, SAMHSA at Mike.Daniels@samhsa.hhs.gov or 240-276-0759.

REPORTING REQUIREMENTS:

1. Financial Status Report (FSR), Standard Form 269 (long form) is required on an annual basis and must be submitted for each budget period no later than 90 days after the close of the budget period. The FSR 269 is required for each 12 month period, regardless of the overall length of the approved extension period authorized by SAMHSA. In addition, a final FSR 269 is due within 90 days after the end of the extension. If applicable, include the required match on this form under Transactions (#10 a-d), Recipient's share of net outlays (#10 e-i) and Program Income (q-t) in order for SAMHSA to determine whether matching is being provided and the rate of expenditure is appropriate. Adjustments to the award amount, if necessary, will be made if the grantee fails to meet the match. The FSR must be prepared on a cumulative basis and all program income must be reported. Disbursements reported on the FSR must equal/or agree with the Final Payment Management System Report (PSC-272). The FSR may be accessed from the following website at <http://www.psc.gov/forms/sf/SF-269.pdf> and the data can be entered directly on the form and the system will calculate the figures and then print and mail to this office.

2. Submission of a Programmatic (annual, semi-annual or quarterly) Report is due no later than the dates as follows:

1st Report -	March 31, 2009
2nd Report -	September 30, 2009

Per CSAT Program recommendation, grantees will need to submit a "final implementation" plan 90 days after the beginning of the grant.

3. The grantee must comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the RFA or by the Project Officer. This information is needed in order to comply with PL 102-62 which requires that SAMHSA report evaluation data to ensure the effectiveness and efficiency of its programs.

4. Submission of audit reports in accordance with the procedures established in OMB Circular A-133 is required by the Single Audit Act Amendments of 1966 (P.L. 104-156). An audit is required for all entities which expend \$500,000 or more of Federal funds in each fiscal year and is due to the Clearinghouse within 30 days of receipt from the auditor or within nine (9) months of the fiscal year, whichever occurs first, to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

INDIRECT COSTS:

1. Grantees that have not established an indirect cost rate agreement are required to submit an indirect cost rate proposal to the appropriate office within 90 days from the start date of the project period. If the grantee requests indirect cost reimbursement but does not have an approved rate agreement at the time of award, the grantee shall be limited to a provisional rate equaling one-half of the indirect costs requested up to a maximum of 10 percent of salaries and wages only whichever is less. If the recipient fails to provide a timely proposal, indirect costs paid in anticipation of establishment of a rate must be disallowed.

SAMHSA will not accept a research indirect cost rate. The grantee must use other-sponsored program rate or lowest rate available.

Please contact the appropriate office of the Division of Cost Allocation to begin the process for establishing an indirect cost rate. To find a list of HHS Division of Cost Allocation Regional Offices go to the SAMHSA website www.samhsa.gov then click on "grants"; then click on "Important offices".

All responses to special terms and conditions of award and postaward requests must be mailed to the Division of Grants Management, OPS, SAMHSA below:

For Regular Delivery:

Division of Grants Management
OPS, SAMHSA
1 Choke Cherry Road, Room 7-1091
Rockville, MD 20857

For Overnight or Direct Delivery:

Division of Grants Management,
OPS, SAMHSA
1 Choke Cherry Road, Room 7-1091
Rockville, MD 20850

CONTACTS:

Reed Forman, Program Official
Phone: (240) 276-2416 Email: reed.forman@samhsa.hhs.gov

Erwin Morales, Grants Specialist
Phone: (240) 276-1425 Email: erwin.morales@samhsa.hhs.gov Fax: (240) 276-1430

Agreement between
The Regents of the University of California
and
City & County of San Francisco, Department of Public Health
CFDA Number: 93.243
Prime Grant Number: U79 TI020296
DPA and Fund Number: 404851-24044

Agreement Number: 5573sc

This Agreement ("Agreement") is executed by and between The Regents of the University of California, San Francisco, a corporation of the State of California ("University") and City & County of San Francisco, Department of Public Health ("Subcontractor").

WHEREAS, University is the recipient of Grant Number **U79 TI020296** ("Award") from the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration ("SAMHSA"), for the conduct of a program titled "A SBIRT Medical Residency Program at San Francisco General Hospital" as detailed in the application previously submitted to the SAMHSA; and

WHEREAS it is considered in the best interests of SAMHSA and University for Subcontractor to participate in this project;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, University and Subcontractor agree to a cost-reimbursement agreement under said Award.

Article I - Scope of Work

The Subcontractor shall perform those tasks described in Attachment A, Scope of Work, attached hereto and incorporated by reference.

Article II - Principal Investigators

Paula J. Lum, M.D. is the Principal Investigator designated for University. Any significant changes in the performance of this Agreement as outlined in Subcontractor's proposal and Scope of Work require authorization by the University's Principal Investigator. Subcontractor has designated David Hersh, M.D. as the Project Director and Alice Gleghorn, M.D. as Co-PI who shall be responsible for the technical and administrative conduct of the project covered by this Agreement. In the event that a change in Subcontractor's Project Director is necessary, University must be notified in writing immediately and University has the right to approve any Subcontractor Project Director.

Article III - Term

The term of this Agreement shall begin on September 30, 2008 ("Commencement Date") and shall not extend beyond September 29, 2009 ("Termination Date"), unless agreed to in writing by both parties. Subcontractor will submit a continuation application to University in the form and time designated by University if continuation is intended beyond the above referenced termination date.

Article IV - Compensation

For the performance of this Agreement, University shall pay Subcontractor the cost thereof determined by University to be allowable in accordance with:

(1) The Budget, attached hereto as Attachment B and incorporated by reference. The total amount available to Subcontractor for the period reflected in Article III is \$24,790.00. This amount shall not be exceeded nor shall any portion be carried forward to future years without the University Principal Investigator's authorization and subsequent formal amendment of this Agreement.

(2) The cost principles applicable to Subcontractor's type of organization.
- OMB Circular A-21: Institutions of Higher Education
- OMB Circular A-87: State, Local and Federally Recognized Indian Tribal Governments

- OMB Circular A-122: Nonprofit Organizations
- 45 CFR 74, Appendix E: Hospitals
- 45 CFR Subpart 31.2: For-Profit (commercial) Organizations

For a Subcontractor under OMB Circular A-21 (unless the rate in effect at the time of award was provisional), the indirect cost rate (or rates) included in the attached budget is fixed for the life of this Agreement at the approved federally negotiated rate (or rates) in place at the time of award.

For a Subcontractor not subject to OMB Circular A-21, if the negotiated indirect cost rate of the Subcontractor changes during the period of this Agreement, then the first invoice that uses the new indirect cost rate shall include a copy of the newly negotiated indirect cost agreement and that rate shall become the new indirect cost rate for this Agreement. Indirect cost rates may be subject to upward or downward adjustment, depending on the type of rate negotiated, although the total amount awarded in this Agreement shall remain fixed.

Article V - General Regulations and Rebudgeting

Incorporated into this Agreement by reference, with the same force and effect as if set forth in full text, are all provisions of the Public Health Service ("PHS") Grants Policy Statement, including addenda in effect as of the beginning date of the budget period, modified appropriately to reflect the circumstances of the contractual relationship created by this Agreement between the University and the Subcontractor. Subcontractor agrees to comply with all of the provisions of the Award, which is attached to this Agreement as Attachment D and incorporated by reference.

Subcontractor may rebudget funds awarded for direct costs to meet unanticipated needs in unrestricted categories; however, all requests for rebudgeting requiring SAMHSA prior approval or requests for no-cost extension shall be submitted to University's Principal Investigator for review and approval, which shall be issued via formal amendment to this Agreement.

Article VI - Salary Limitation

As required in its annual appropriations act, NIH, AHRQ and SAMHSA will not reimburse grantees for the direct salaries of individuals at a rate in excess of the level specified in the annual appropriations language. Accordingly, none of the funds awarded under this Agreement shall be used to pay the salary of an individual at a rate in excess of the amount allowed under Federal law. This limitation applies to any subcontracts under any tier under this Agreement.

Article VII - Method of Payment, Financial Report Requirements

Subcontractor shall submit monthly invoices for the allowable costs incurred in the performance of the work hereunder to University. Subcontractor invoices shall be in the format shown in Attachment C, attached hereto and incorporated by reference. Subcontractor invoices shall be submitted in triplicate and shall reference the assigned Agreement Number and be sent to the attention of:

University of California
 Accounting Office - Accounts Payable
Attn: Subcontracts Desk
 Box 0812
 San Francisco, CA 94143-0812

Substantiating documents such as travel receipts, purchase orders, time records, and so forth, shall be retained as provided in Article XXI and the Subcontractor is expected to keep an accurate accounting of all costs incurred in the performance of this Agreement.

All costs incurred under this Agreement will be subject to audit by University's cognizant Federal Audit Agency. Subcontractor shall provide the cognizant government auditors and/or University financial representatives access to records where necessary to support costs relating to this Agreement.

The final invoice, clearly marked **final**, shall be submitted within forty five (45) days after the term indicated in Article III and shall include only those charges incurred during the referenced term. Funds not expended during this term will revert to University unless prior written approval has been obtained for carry forward. If the final invoice cannot be submitted within such 45-day period, Subcontractor shall notify University's Extramural Funds Section of the Accounting Office in writing within the 45-day period, indicating the reason for the delay; otherwise, funds will not be available to Subcontractor.

Article VIII - Progress Reporting Requirements

Interim progress reports are required if continuation is intended beyond the Termination Date and shall be submitted at the time of continuation application. Terminal progress reports must be submitted to University within ninety (90) days after the Termination Date of this Agreement. The report should include a summary statement of progress toward the achievement of the originally stated aims, a list of the positive and negative results which are considered to be significant by the Project Director, and a list of publications resulting from the project with plans (if any) for further publication. All progress reports shall be submitted to University's Principal Investigator.

Article IX - Publicity and Publication

Neither party will use the name of the other party or its employees in any advertisement, press release, or other publicity without the prior written approval of the other party. Subcontractor understands that the California Education Code section 92000 provides that the name "University of California" is the property of the State of California and that no person shall use that name without permission of The Regents of the University of California. Such permission may be granted by the Chancellor or his designee. University shall have the right to acknowledge Subcontractor's participation in and support of the work performed under this Agreement in press releases, scientific publications, and other scientific communications.

Publication of project results shall be in conformance with the PHS Grants Policy Statement and shall acknowledge support from the Award made to the University from SAMHSA. Subcontractor shall provide University the opportunity to review any proposed manuscripts describing results of work performed in whole or in part under this Agreement thirty (30) days prior to submission for publication. Four reprints of publications resulting from work performed in whole or part under this Agreement shall be submitted to the University's Principal Investigator.

Article X - Copyrights

Subcontractor understands that, except as otherwise provided in the conditions of the Award, when publications or similar materials are developed from work supported in whole or in part by this Agreement, a copy of such materials and a royalty-free and other fee-free license to use them for educational and research purposes shall be provided to University. Any such copyrighted or copyrightable materials shall be subject to a royalty-free, nonexclusive, and irrevocable license to the Government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes.

Article XI - Patents and Inventions

Patent rights for Subcontractor shall be in accordance with P.L. 98-620, Patent Rights (Small Business Firms and Nonprofit Organizations), as implemented by 37 CFR Chapter IV, Part 401. Subcontractor shall promptly and fully report directly to SAMHSA all inventions made and reduced to practice under this Agreement. Subcontractor shall submit a copy of the transmittal letter of any such report to University and shall include this Agreement Number along with the transmittal. Within ninety (90) days following expiration or termination of this agreement Subcontractor shall submit to University a final invention report.

Article XII - Equipment Accountability

Subcontractor shall utilize sound purchasing and inventory procedures and maintain adequate records to account for the purchase, inventory and disposition of equipment acquired under this Agreement. Title to equipment shall reside with Subcontractor subject to the right of the SAMHSA to require transfer of equipment as provided for in 45 CFR 74.136(A).

Article XIII - Program Income

Subcontractor will inform University of any income generated under this Agreement. Subcontractor shall remain accountable for such funds pending direction from University on disposition of these funds.

Article XIV - Independent Contractor

Subcontractor is deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing contained herein shall be construed as creating the relationship of employer and employee between University and Subcontractor or its officers, agents, and employees.

Article XV - Indemnification

Subcontractor shall defend, indemnify, and hold University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Subcontractor, its officers, employees, or agents.

University shall defend, indemnify, and hold Subcontractor, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, or agents.

Article XVI - Early Termination

Notwithstanding the provisions of Article III above, either party may terminate this Agreement upon thirty (30) days written notification to the other. In the event of such early termination, Subcontractor shall take all reasonable steps to minimize further costs, and shall be entitled to reimbursement for costs and noncancellable obligations incurred prior to the effective date of such early termination, except in no event shall such reimbursement exceed the amount set forth in Article IV. If the Agreement is terminated early, then Subcontractor shall deliver such information and items completed up to the early termination date to the University, including partially completed plans, drawings, data, documents, surveys, maps, reports and models.

Article XVII - Protection of Human Subjects

If research involving human subjects is performed under this Agreement, Subcontractor shall comply with Department of Health and Human Services ("DHHS") policies and regulations on the Protection of Human Subjects (45 CFR 46 as amended). Subcontractor shall provide to University evidence of approval by Subcontractor's Institutional Review Board. Under governing regulations, federal funds administered by DHHS shall not be expended for, and individuals shall not be enrolled in, research involving human subjects, without prior approval by the Office for Human Research Protections ("OHRP") of an assurance to comply with the requirements of 45 CFR 46 to protect human research subjects. This restriction also applies to all performance sites without OHRP-approved assurances, whether domestic or foreign.

Article XVIII - Care and Treatment of Laboratory Animals

If research involving animals is performed under this Agreement, Subcontractor shall comply with Public Health Service Policy on Humane Care and Use of Laboratory Animals (as mandated by Public Law 99-158 as amended) and shall follow the guidelines prescribed in the National Academy of Sciences Publication dated July 1996, (revised October 1996), *Guide for the Care and Use of Laboratory Animals*. Evidence of approval by Subcontractor's Institutional Animal Care and Use Committee shall be provided to University.

Article XIX - Scientific Integrity

In accepting this Agreement, Subcontractor certifies that it has filed an assurance with the Public Health Service ("PHS") regarding procedures for dealing with and reporting possible misconduct in science. If no

assurance has been filed with PHS, Subcontractor agrees to conform to University's policies regarding possible scientific misconduct with respect to the research supported through this Agreement.

Article XX - Objectivity in Research

Subcontractor hereby assures University that it has implemented a policy on conflict of interest that complies with the federal regulations on Objectivity in Research, 42 CFR 50, Subpart F. Subcontractor's policy will be made applicable to activities under this award. If Subcontractor does not have a conflict of interest policy, it agrees to abide by University's policy. Subcontractor also certifies that to the best of Subcontractor's knowledge, all financial disclosures related to the activities funded by this Agreement have been made. Prior to Subcontractor's expenditure of any funds under this Award, Subcontractor will report to University the existence of a conflict of interest (but not the nature of the interest or other details) found by Subcontractor and assure that the conflict of interest has been managed, reduced or eliminated in accordance with the PHS regulations. For any interest that Subcontractor identifies as conflicting subsequent to Subcontractor's initial report under this award, the report will be made and the conflicting interest managed, reduced, or eliminated, at least on an interim basis, within thirty (30) days of that identification. The report must include the following information: (a) Grant/contract number; (b) Name of the PI; (c) Name of the Investigator (if different from PI) with the conflict of interest; and (d) Which method was used to protect the involved PHS funded research from bias (eg, managed, reduced, or eliminated). The report should be made to the following University official:

University Official: COI Coordinator, Campus Box 0962
UCSF, Office of Sponsored Research
3333 California Street, Suite 320
San Francisco, CA 94143-0962
If sent by Fed Ex or UPS, the zip code is 94118

Article XXI - Audit and Records

A. Financial records, supporting documents and other records pertinent to this Agreement shall be retained by Subcontractor for a period of four (4) years from the date of submission of the final expenditure report, except that records pertaining to audits, appeals, litigation or settlement of claims arising out of performance of this Agreement shall be retained until such audits, appeals, litigation or claims have been disposed of.

B. All research records, including but not limited to original data and primary data-yielding materials, secondarily derived tables and figures, and statistical tabulations and other summaries, pertinent to this Agreement shall be made available to University upon its request and shall be retained by Subcontractor for a period of four (4) years from the termination date of this Agreement, except that records pertaining to any allegation of scientific misconduct or investigation, appeal, administrative proceeding or litigation relating to any charge arising out of the scientific performance of this Agreement shall be retained until three (3) years after the later of the conclusion of the allegation, investigation, appeal, administrative proceeding, litigation or acceptance by PHS or SAMHSA of a final report pertaining thereto.

C. Subcontractor acknowledges and agrees that, as part of University's implementation of OMB Circular A-133, University will monitor Subcontractor's performance under this Agreement and, in the event of incomplete performance, University may require Subcontractor to obtain, at Subcontractor's sole expense, an independent audit of costs claimed under this Agreement.

D. If any audit report reflects major shortcomings in Subcontractor's internal control systems, University may impose more stringent prior approval requirements for certain types of expenditures and/or rebudgeting and may require detailed supporting documentation for all claims for reimbursement until University is satisfied that necessary corrective action has been, or will be taken.

E. The Comptroller General of the United States, the U.S. Department of Health and Human Services, SAMHSA, the University and any of their duly authorized representatives shall have access at any reasonable time after prior written notification to pertinent books, documents, papers and records of Subcontractor in order to make audits, examinations, excerpts and transcripts. In the event that any payment made to the Subcontractor is determined on the basis of such audits to be unallowable the Subcontractor shall promptly refund the unallowable amount to University upon demand.

Article XXII - Civil Rights and Equal Employment Opportunity

Subcontractor agrees to comply with Title VI of the Civil Rights Act of 1964 and Executive Order 11246 and have on file with the DHHS an Assurance of Compliance with the Civil Rights Act of 1964 (Form HHS 441).

Article XXIII - Anti-Kickback Act

The Anti-Kickback Act of 1986 is applicable to this Agreement. In compliance with this act, Subcontractor agrees to cooperate fully with any federal agency investigating a possible violation under this act. Subcontractor agrees to report any violation to the agency inspector general, the head of the agency if the agency does not have an inspector general, or the Department of Justice.

Article XXIV - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

A. The terms "covered transaction," "debarred," "suspended," "participant," "person," "primary-covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this article have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

B. Subcontractor certifies 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.

C. The certification in this article is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

D. Subcontractor shall provide immediate written notice to University if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. Subcontractor shall not knowingly enter into any lower tier-covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. Subcontractor further agrees that it will include this provision titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier-covered Transaction", without modification, in all lower tier transactions and in all solicitations for lower tier transactions.

F. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier-covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.

G. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this article. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Article XXV - Certification Regarding Lobbying

Subcontractor certifies that:

A. No federally appropriated funds have been paid or will be paid, by or on behalf of Subcontractor, 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 or subcontract, 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, subcontract, grant, loan, or cooperative agreement.

B. If any funds other than federally 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 in connection with this Federal contract, subcontract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," to the University.

C. Subcontractor 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.

Article XXVI - Notices

Notices required or permitted under this Agreement shall be effective only if given in writing and delivered by personal service or by registered mail, addressed as follows:

To University: The Regents of the University of California
Attention: Contracts and Grants Officer
Office of Research Administration
University of California
3333 California Street, Suite 315
San Francisco, CA 94143-0962

To Subcontractor: John Fordham
City & County of San Francisco
Department of Public Health
1380 Howard Street, 4th Floor
San Francisco, CA 94103

Tel: 415-255-3530
E-Mail: john.fordham@sfdph.org

Article XXVII - Governing Law

This Agreement is governed by applicable federal laws and the laws of the State of California.

Article XXVIII - Entire Agreement


This Agreement states the entire contract between the parties with respect to the subject matter of this Agreement and supersedes any previous or contemporaneous written or oral representations, statements, negotiations or agreements. Subcontractor acknowledges that it has not been induced to enter into this Agreement by any oral or written statements or representations not expressly provided in this Agreement.

Article XXIX - Signatory

Subcontractor warrants that the signatory has the authority to execute this Agreement on behalf of Subcontractor.

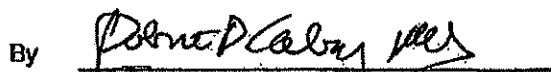
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the month, day and year specified below.

The Regents of the University of California

By 
Andrew C. Boulter
Contracts and Grants Officer
Office of Research Administration

Date 6/12/09

City & County of San Francisco, Department of Public Health

By 
Name: Robert P. Cabaj, M.D.
Director, Community
Title: Behavioral Health Services,
Department of Public Health

Date 6/15/2009

ATTACHMENT A

SFDPH SCOPE OF WORK

For this project Dr. Alice Gleghorn and Dr. David Hersh will:

- Lead didactic sessions, including those addressing the local crack cocaine epidemic and comorbid psychiatric disorders.
- Host patient panel forums.
- Serve as an important resource linking the City's specialty treatment programs with this project's network of early intervention and referral activities.
- Provide clinical supervision and performance feedback for residents practicing SBIRT skills during elective periods at the Outpatient Buprenorphine Induction Clinic.
- Provide residents with hands-on training in office-based buprenorphine treatment.

ATTACHMENT B

The Regents of the University of California
 A SBIRT Medical Residency Program at San Francisco General Hospital
 CSAT/SAMHSA RFA No. TI-08-003

SFDPH CBHS Subcontract
 SFGH SBIRT
 Subcontract No.
 Term: 9/30/08 to 9/29/09

Expense Name	Role on Project	% Effort	Base Salary	Salary Requested	Fringe @28.1%	Total
Alice Gleghorn, PhD	PI	10%	In-kind	In-kind	0	-
David Hersh, MD	Co-PI	10%	179,179	17,918	5,036	22,954
Total Salaries				17,918	5,036	22,954
Total Direct Cost						22,954
<i>TDC</i> Indirect Cost (8%)						1,836 *
Total Expense						24,790

* LESS: EQUIPMENT

INVOICE

ATTACHMENT C

The Regents of the University of California
 Accounting Office, Box 0812
 San Francisco, CA 94143
 Attn: Accounts Payable/Subcontracts Desk

Sub Contractor's Name _____
 Sub Contractor's Address _____
 Contact Person _____
 Telephone # _____

Sub Contract No: _____
 Invoice No: _____
 Period Covered: _____
 Date of Invoice: Yes _____
 Final: No _____

Wire Transfer To:

ITEM	BUDGET	CURRENT EXPENSE	CUMULATIVE EXPENSES TO DATE	UNPENDED BALANCE
Personnel Costs				
Salaries				
Benefits				
TOTAL PERSONNEL				
Operating Costs				
Consultants				
Equipment				
Supplies				
Travel				
Patient Care				
Alterations/Renovations				
Consortium/Contractual				
Other Expenses				
TOTAL OPERATING				
TOTAL DIRECT COSTS				
Indirect @ ____%				
Base : Personnel, TDC, MTDC				
Other (Circle one)				
TOTAL COSTS				
PROGRAM INCOME*				
TOTAL NET COST				

I certify that all expenditures reported are for appropriate purposes and in accordance with the terms and conditions of the contract.

Form may be obtained electronically by sending E-mail request to: lsuzara@accounting.ucsf.edu or: jantuk@accounting.ucsf.edu

Date _____ Signature & Title _____

PROGRAM INCOME IS ENTERED AS ACREDIT TO OFFSET TOTAL COST

Revised 11/02

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

INTRODUCTION FORM

By a member of the Board of Supervisors or the Mayor

NOV 7 PM 2:16

BY _____
Time Stamp or Meeting Date *pc*

I hereby submit the following item for introduction:

- _____ 1. For reference to Committee:
 An ordinance, resolution, motion, or charter amendment.
- _____ 2. Request for next printed agenda without reference to Committee
- _____ 3. Request for 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.
- _____ 9. Request for Closed Session
- _____ 10. Board to Sit as A Committee of the Whole

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

- Small Business Commission Youth Commission
- Ethics Commission Planning Commission
- Building Inspection Commission

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

Sponsor(s): Supervisor Carmen Chu

SUBJECT: Screening, Intervention, and Referral to Treatment (SBIRT) grant of \$24,790

The text is listed below or attached:

(see attachment)

Signature of Sponsoring Supervisor: *Carmen Chu*

For Clerk's Use Only:

791 091340

