

File No. 110754

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

Board Item No. 53

# COMMITTEE/BOARD OF SUPERVISORS

## AGENDA PACKET CONTENTS LIST

Committee \_\_\_\_\_

Date \_\_\_\_\_

Board of Supervisors Meeting

Date June 21, 2011

### Cmte Board

- |                          |                                     |  |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/>            | Motion                                       |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/> | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/> | <input type="checkbox"/>            | Legislative Digest                           |
| <input type="checkbox"/> | <input type="checkbox"/>            | Budget Analyst Report                        |
| <input type="checkbox"/> | <input type="checkbox"/>            | Legislative Analyst Report                   |
| <input type="checkbox"/> | <input type="checkbox"/>            | Introduction Form (for hearings)             |
| <input type="checkbox"/> | <input type="checkbox"/>            | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/>            | MOU  |
| <input 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 checked="" 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: Joy Lamug

Date June 16, 2011

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

Date \_\_\_\_\_

An asterisked item represents the cover sheet to a document that exceeds 20 pages. The complete document is in the file.

1 [Accept and Expend Grant - Smoking Cessation Buprenorphine Treated Patients - \$26,558]

2  
3 **Resolution authorizing the San Francisco Department of Public Health to retroactively**  
4 **accept and expend a grant in the amount of \$26,558 from the University of California**  
5 **San Francisco to fund the project entitled "Smoking Cessation Intervention in**  
6 **Buprenorphine Treated Patients" for the period of March 1, 2011, through May 31, 2011,**  
7 **and waiving indirect costs.**

8  
9 WHEREAS, UCSF has agreed to fund DPH \$26,558 to fund Smoking Cessation  
10 Intervention in Buprenorphine Treated Patients, for the period of March 1, 2011 through May  
11 31, 2011; and,

12 WHEREAS, The full project period of the grant starts on March 1, 2011 and ends on  
13 November 30, 2014, with years two, three, four, and five subject to availability of funds and  
14 satisfactory progress of the project; and,

15 WHEREAS, Funds provided under this grant will be used for an innovative  
16 motivational system, combined with extended behavioral and pharmacological treatment, to  
17 produce sustained smoking abstinence in clients undergoing buprenorphine treatment for  
18 opioid dependence; and,

19 WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH  
20 for one existing position, one Clinical Pharmacist (Job Class #2454) at .5 FTE, for the period  
21 of March 1, 2011 through May 31, 2011; and,

22 WHEREAS, UCSF does not allow for indirect costs to maximize use of grant funds on  
23 direct services; and,

24 WHEREAS, As a condition of receiving the grant funds, UCSF requires the City to  
25 enter into an agreement (the "Agreement"), a copy of which is on file with the Clerk of the

1 Board of Supervisors in File No. 110754; which is hereby declared to be a part of  
2 this resolution as if set forth fully herein; and,

3 WHEREAS, DPH is seeking retroactive approval because UCSF did not send the  
4 executed agreement until April 5, 2011; now therefore, be it

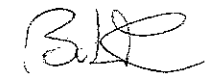
5 RESOLVED, That DPH is hereby authorized to accept and expend retroactively a grant  
6 in the amount of \$26,558, for the period of March 1, 2011 through May 31, 2011; and, be it

7 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of  
8 indirect costs in the grant budget; and be it

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

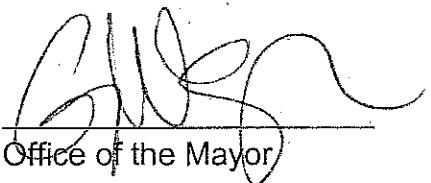
12 FURTHER RESOLVED, That the Director of Health is authorized to enter into the  
13 agreement on behalf of the City.

14  
15 RECOMMENDED:

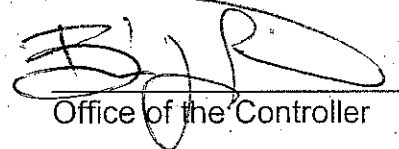
16  
17  
18 

19 Barbara A. Garcia, MPA  
20 Director of Health

APPROVED:

21  
22 

Office of the Mayor

23  
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:** Barbara A. Garcia, MPA  
Director of Health  
**DATE:** June 7, 2011  
**SUBJECT:** Grant Accept and Expend  
**GRANT TITLE:** Smoking Cessation Intervention in Buprenorphine Treated Patients - \$26,558

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 -
- Budget and Budget Justification
- Grant application: Not applicable, no application was submitted, they were asked to participate
- Award Letter: No applicable, no application was submitted
- Agreement/ Contract
- Other (Explain):

**Special Timeline Requirements:**

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

Name: Richelle-Lynn Mojica

Phone: 255-3555

Interoffice Mail Address: Dept. of Public Health, Community Behavioral Health,  
1380 Howard St.

Certified copy required Yes

No

File Number: \_\_\_\_\_  
(Provided by Clerk of Board of Supervisors)

**Grant Information Form**  
(Effective March 2005)

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: Smoking Cessation Intervention in Buprenorphine Treated Patients
2. Department: Community Behavioral Health Services, Department of Public Health
3. Contact Person: Gloria Wilder Telephone: 255-3703
4. Grant Approval Status (check one):

Approved by funding agency  Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$415,829  
(Year 1 = \$26,558; Year 2 = \$107,188; Year 3 = \$110,225; Year 4 = \$113,531; Year 5 = \$58,327)

- 6a. Matching Funds Required: N/A  
b. Source(s) of matching funds (if applicable):

- 7a. Grant Source Agency: University of California, San Francisco, Department of Psychiatry and Langley Porter Psychiatric Institute  
b. Grant Pass-Through Agency (if applicable):

8. Proposed Grant Project Summary: This is a purchasing agreement. The proposed study is an attempt to use an innovative motivational system, combined with extended behavioral and pharmacological treatment, to produce sustained smoking abstinence in clients undergoing buprenorphine treatment for opioid dependence. Buprenorphine treatment systems, with a strong link to physicians and especially to pharmacists, may provide an excellent context for both pharmacological and psychological treatments. The research will evaluate the efficacy of repeated contacts with clinical pharmacists to facilitate buprenorphine maintenance and tobacco abstinence.

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

Approved Year One Project:	Start-Date: March 1, 2011	End-Date: May 31, 2011
Full Project Period:	Start-Date: March 1, 2011	End-Date: November 30, 2014

- 10a. Amount budgeted for contractual services: N/A

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

11a. Does the budget include indirect costs?  Yes  No

b1. If yes, how much? \$

b2. How was the amount calculated?

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

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain):

12. Any other significant grant requirements or comments:

Grant index code: HMHSRCGRANTS

Grant code: HCSA08-12 (with details 1200 and 12AA)

DPH is requesting to accept and expend retroactively a grant in the amount of \$415,829 from University of California, San Francisco, Department of Psychiatry and Langley Porter Psychiatric Institute for the period March 1, 2011 through November 30, 2014 because DPH received the executed agreement on April 5, 2011.

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

13. 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)

14. 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: 9/8/11

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

  
Barbara A. Garcia, MPA  
(Signature)

Director of Public Health

<b>0.5 fte - job classification 2454 - Clinical Pharmacist</b>			
<b>Time Period</b>	<b>Salaries</b>	<b>Benefits</b>	<b>Total</b>
3/1/2011 to 5/31/2011	18,190	8,368	26,558
6/1/2011 to 5/31/2012	73,416	33,772	107,188
6/1/2012 to 5/31/2013	75,497	34,728	110,225
6/1/2013 to 5/31/2014	77,761	35,770	113,531
6/1/2014 to 11/30/2014	39,950	18,377	58,327
<b>Grant Total</b>	<b>284,814</b>	<b>131,015</b>	<b>415,829</b>

The clinical pharmacist study coordinator will design and develop the study intervention to integrate with current buprenorphine treatment services at the CBHS pharmacy. This individual will design and implement training for CBHS pharmacy staff to ensure consistent application of study procedures. The clinical pharmacist coordinator will also represent the needs of the CBHS pharmacy to research staff and relay study progress reports to pharmacy personnel.

The proposed study is an attempt to use an innovative motivational system, combined with extended behavioral and pharmacological treatment, to produce sustained smoking abstinence in clients undergoing buprenorphine treatment for opioid dependence. Buprenorphine treatment systems, with a strong link to physicians and especially to pharmacists, may provide an excellent content for both pharmacological and psychological treatments. The research will evaluate the efficacy of repeated contacts with clinical pharmacists to facilitate buprenorphine maintenance and tobacco abstinence. The clinical pharmacist role is to provide care in the active treatment arm of the study

Salary: Class 2454, Step 6, 3% COLA added starting FY 12-13

## Purchase Order-0000330262

**University of California SF**  
 1855 Folsom Street, Suite 304  
 San Francisco CA 94103  
 United States

Dispatch via E-Mail

Purchase Order 0000330262	Date 03/29/2011	Revision	Page 1
Payment Terms Pay now	Freight Terms DESTINATION - SELLER PAYS	Ship Via GROUND	
Buyer Name Cox, Gloria A	Phone 415 502 3026		

**Vendor:** 0030003683  
 CITY & COUNTY OF SAN FRANCISCO  
 1380 HOWARD ST, RM 437 (CBH SVCS)  
 SF CA 94103

Please send order confirmation and delivery date to the following emails:  
  
**Buyer:** gcox@finance.ucsf.edu  
**Requester:** James.Shu@ucsf.edu

**Ship To:** 3535216  
 1426 Fillmore  
 Other Locations  
 1426 Fillmore RM 216  
 San Francisco CA 94115  
 United States  
 Attn: Dr. Gary Humfleet

**Bill To:** University of Calif SF  
 Accounts Payable - Box 0812  
 1855 Folsom St., Rm. 425  
 San Francisco CA 94143-0812  
 United States

For Billing Questions, contact 415/476-2126

NOTICE: Acceptance of this Purchase Order by Vendor binds vendor to performance in accordance with Appendix A - University of California Terms and Conditions of Purchase Version 8/99 UCSF rev.3-10. Copies are available at [http://cpbc.ucsf.edu/Appendix\\_A\\_Terms\\_and\\_Conditions\\_of\\_Purchase](http://cpbc.ucsf.edu/Appendix_A_Terms_and_Conditions_of_Purchase) or by calling 415-476-5761. No other terms will take precedence unless explicitly stated below. Note: That the revision date is likely to change periodically and will add a new version to the landing page. ACCURATE INVOICING REQUIRES BILLING TO MATCH PO LINES IN THE ORDER THEY ARE LISTED.

Tax Exempt? N	Tax Exempt ID:	Replenishment Option: Standard				
Line-Sch	Item/Description	Mfg ID/Mfg Item ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	3/1/2011 to 5/31/2011; Clinical Pharmacist services for TRC Hall FY16		1.00EA	26,558.00	26,558.00	03/15/2011
<b>Schedule Total</b>					26,558.00	
<b>Item Total</b>					26,558.00	
2- 1	6/1/2011 to 5/31/2012; Clinical Pharmacist services for TRC Hall FY17		1.00EA	107,188.00	107,188.00	03/15/2011
<b>Schedule Total</b>					107,188.00	
<b>Item Total</b>					107,188.00	
3- 1	6/1/2012 to 5/31/2013; Clinical Pharmacist services for TRC Hall FY18		1.00EA	110,225.00	110,225.00	03/15/2011
<b>Schedule Total</b>					110,225.00	
<b>Item Total</b>					110,225.00	
4- 1	6/1/2013 to 5/31/2014; Clinical Pharmacist services for TRC Hall FY19		1.00EA	113,531.00	113,531.00	03/15/2011
<b>Schedule Total</b>					113,531.00	
<b>Item Total</b>					113,531.00	
5- 1	6/1/2014 to 11/30/2014; Clinical Pharmacist services for TRC Hall FY19		1.00EA	58,327.00	58,327.00	03/15/2011



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0000330262	03/29/2011		2
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Buyer Name	Cox, Gloria A	Phone	415 502 3026

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Line-Sch	Item/Description	Mfg ID/Mfg Item ID	Quantity	UOM	PO Price	Extended Amt	Due Date
<b>Schedule Total</b>							<b>58,327.00</b>
<b>Item Total</b>							<b>58,327.00</b>

Shu, James 415/476-7529  
James.Shu@ucsf.edu

This purchase order transmitted by email to Jo Robinson @ nick.hancock@sfdph.org on 03/29/2011. No additional copy will be furnished.

This Independent Contractor Agreement is entered onto on March 29, 2011 by and between the Regents of the University of California, acting for and on behalf of its San Francisco campus LPPH Treatment Research Center, and CITY & COUNTY OF SAN FRANCISCO

CONTRACT PERIOD March 01, 2011 - November 30, 2014

(See attached Purchasing Agreement for the services of a .50 FTE licensed clinical pharmacist and the Scope of Services)

Payment Terms: Net 30

(See Attached /Payment for 2454 - Clinical Pharmacist)

TOTAL NOT TO EXCEED CONTRACT MAXIMUM: \$ 415,829.00

Changes to the original scope of work requiring additional payment beyond the contract maximum, shall be made by change order to this Vendor Contract by the University's purchasing department providing the department with the description of the changes and their associated costs. Appropriate University approvals shall be obtained for changes. No payment shall be made for changes required to fulfill the original scope of work.

Prices are maximum allowable prices for the contract period.

Invoices must reference this Purchase Order No.0000330262, plainly identify all applicable discounts, be itemized, and submitted in duplicate, in arrears, and only if services have been furnished.

To ensure prompt payment, invoice must match the contract.

### EXAMINATION OF RECORDS

The University, and if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of contractors involving transactions and work related to this contract until the expiration of five years after final payment hereunder. The contractor shall retain project records for a period of five years from the date of final payment.

### INDEPENDENT CONTRACTOR, TITLE AND OWNERSHIP

## Purchase Order-0000330262

### University of California SF

1855 Folsom Street, Suite 304  
San Francisco CA 94103  
United States

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Attn: Dr. Gary Humfleet

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Tax Exempt? N	Tax Exempt ID:	Replenishment Option: Standard	
Line-Sch	Item/Description	Mfg ID/Mfg Item ID	Quantity UOM PO Price Extended Amt Due Date

The contractor shall perform all services as an independent contractor and shall discharge all its obligations as such. Contractor shall not be deemed for any purpose whatsoever an employee or an agent of, acting for or on behalf of, the University. No acts performed or representation, whether oral or written, made by the contractor with respect to third parties shall be binding on the University.

#### RELATION OF PARTIES

Nothing in this contract is intended to or shall be deemed to, constitute a partnership or joint venture between the parties. Neither party shall make any commitment or incur any liability for which the other may be liable. Neither party shall be bound by any representations to act on the other's behalf in contravention of the provisions of this contract.

#### ASSIGNMENT AND SUBCONTRACTING

Neither party shall assign their obligations under this contract without the express, written consent of UCSF, nor shall the contract be deemed assignable by operation of law without such express consent.

Contractor may, for itself, enter into agreements with other entities as necessary for the completion of this contract.

Contractor shall not contract for, or represent to others that it has the authority to contract for, services on behalf of The Regents of the University of California.

#### CONFLICT OF INTEREST

1. Contractor shall not hire any officer or employee of the University to perform any service covered by this contract. If the work is performed in connections with a federal contract or grant, contractor shall not hire any employee of the United States Government to perform any service covered by this contract.
2. Contractor affirms that to the best of his/her knowledge there exists no actual or potential conflict between contractor's family, business, or financial interests and the services provided under this contract, and in the event of change in either private interest or service under this contract, any questions regarding possible conflict of interest which may arise as a result of such change will be raised with the University.
3. Contractor shall not be in a reporting relationship to a University employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the contractor.

#### CONFIDENTIALITY

During the course of the work performed under the contract, the contractor may receive visual, oral, written or electronic data, which shall be referred to hereinafter as the information. Contractor agrees that the information shall be used exclusively for the purpose of providing the service under the contract, and the information shall not be disclosed to any third party without the prior written consent of the University. Contractor guarantees that any information regarding patients health status obtained in the course of the work shall remain confidential.

# Purchase Order-0000330262

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San Francisco CA 94103  
United States

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CITY & COUNTY OF SAN FRANCISCO  
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### TERMS AND CONDITIONS

The terms and conditions applicable to this contract are those contained hereon and those contained in the attached Agreement between CITY & COUNTY OF SAN FRANCISCO AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA only. Any different or additional terms contained in Seller's purchase order acknowledgment or other document(s) are unacceptable to the University and are hereby rejected.

### ACKNOWLEDGMENT BY SELLER (SERVICES)

Seller's signed acknowledgment of this contract and/or the provision of any of the services stipulated in this contract constitutes acceptance of all terms and conditions contained herein and attached hereto.

By: *G. Robinson*  
(Signature)  
G Robinson CBHS Director  
(Print Name and Title)

Date: April 9, 2011  
(Please sign and return a copy of this page to Gloria Cox, at (415) 502-3031)

Total PO Amount 415,629.00

Authorized Buyer's Signature

*Gloria A. Cox*

**Scope of Work**  
**Service of a 50% clinical pharmacist**

The proposed study is an attempt to use an innovative motivational system, combined with extended behavioral and pharmacological treatment, to produce sustained smoking abstinence in clients undergoing buprenorphine treatment for opioid dependence. The clinical pharmacist role is described below.

Along with UCSF personnel, the pharmacist will perform the following tasks:

1. The pharmacist will consult with Dr. Humfleet and the project coordinator on the practical aspects of conducting the research project within this setting. She/he will consult with the project staff on ongoing research activities and attend research meetings as needed.
2. She/he will assist in the education of all IBIS clinic pharmacy staff on the purposes and goals of the research project. This individual will work closely with the study staff to implement training for CBHS pharmacy staff to ensure consistent application of study procedures. She/he will serve as a resource to the other pharmacy staff regarding study procedures.
3. Adhering to the UCSF study protocol, the incumbent will refer buprenorphine-maintained patients who smoke to the study. For patients designated to the active treatment arm, the clinical pharmacist, in consultation with the supervising study physician, will provide and monitor smoking cessation pharmacotherapy with nicotine replacement and varenicline as specified by the research protocol. Such monitoring will include up to weekly patient contact to evaluate treatment response and to manage emergent side effects. The clinical pharmacist will dually monitor buprenorphine treatment for study participants to ensure optimal integrated care.

2454 - Clinical Pharmacist			
Time Period	Salaries	Benefits	Total
3/1/2011 to 5/31/2011	18,190	8,368	26,558
6/1/2011 to 5/31/2012	73,416	33,772	107,188
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6/1/2013 to 5/31/2014	77,761	36,770	113,531
6/1/2014 to 11/30/2014	39,950	18,377	58,327
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