

File No. 101398

Committee Item No. _____

Board Item No. 48

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Board of Supervisors Meeting

Date November 16, 2010

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

OTHER

(Use back side if additional space is needed)

- | | | | |
|--------------------------|-------------------------------------|----------|-------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ |

Completed by: Andrea Ausberry Date 11/12/10

Completed by: _____ Date _____

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

8

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1 [Accept and Expend Grant – Project ITRIP - \$42,384]

2
3 **Resolution authorizing the San Francisco Department of Public Health to accept and**
4 **expend retroactively a grant in the amount of \$42,384 from the University of California,**
5 **San Francisco (UCSF), to fund the project ITRIP Follow Up; for the period of September**
6 **1, 2010, through February 28, 2011, waiving indirect costs.**

7
8 WHEREAS, UCSF awarded DPH \$42,384 to fund ITRIP Follow Up, for the five-month
9 period of September 1, 2010 through February 28, 2011; and,

10 WHEREAS, Funds provided under this grant will be used for 1) survey administration,
11 and 2) blood draws and laboratory testing services based on protocols developed by UCSF;
12 and,

13 WHEREAS, DPH will subcontract with Public Health Foundation Enterprises (PHFE) in
14 the amount of \$27,744, for the period of September 1, 2010 through February 28, 2011; and,

15 WHEREAS, An ASO amendment is not required because for the grant partially
16 reimburses DPH for one existing position, one Epidemiologist II (Job Class #2803) at .25 FTE,
17 for the two month period in September 1, 2010 through February 28, 2011; and,

18 WHEREAS, UCSF does not allow for indirect costs because it is not allowed by the
19 granting agency; and

20 WHEREAS, As a condition of receiving the grant funds, UCSF requires the City to
21 enter into an agreement (the "Agreement"), a copy of which is on file with the Clerk of the
22 Board of Supervisors in File No. 101398; which is hereby declared to be a part of this
23 resolution as if set forth fully herein; and,

24 WHEREAS, DPH is seeking retroactive approval because UCSF did not send the grant
25 award until October 1, 2010; now therefore, be it

FILE NO.

RESOLUTION NO.


1 RESOLVED, That DPH is hereby authorized to accept and expend retroactively a grant
2 in the amount of \$42,384, for the period of September 1, 2010 through February 28, 2011;
3 and, be it

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

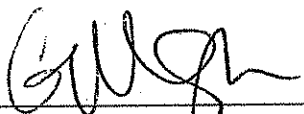
6 FURTHER RESOLVED, That DPH is hereby authorized to retroactively accept and
7 expend the grant funds pursuant to San Francisco Administrative Code section 10.170-1; and,
8 be it

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

11
12 RECOMMENDED:

13
14 
15 _____
16 Mitchell Katz, M.D.
17 Director of Health

APPROVED:

18 
19 _____
20 Office of the Mayor

21 
22 _____
23 Office of the Controller

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors
Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Public Health Foundation Enterprises, Inc.	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
<ol style="list-style-type: none"> 1. Azhar K. Qureshi, Ellen R. DiGiampaolo, Mark J. Bertler, Michael S. Ascher, Eugene F. Carpino, Bruce Y. Lai, Senator Deborah Ortiz (retired), Robert D. Westfall, Peter Jacobson, Dennis V. Ferrero, Karen Angel, Patrick M. Libbey 2. Mark J. Bertler, President/CEO, Susan Vacko, VP, Director of Operations 3. N/A 4. N/A 5. N/A 	
Contractor address: 12801 Crossroads Parkway South, suite 200, City of Industry, CA 91746	
Date that contract was approved: <i>June 15, 1010</i>	Amount of contract: \$21,356
Describe the nature of the contract that was approved: HIV Prevention	
Comments: PHFE is a 501 (c) 3 Nonprofit with a Board of Directors	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form (Mayor, Gavin Newsom)

a board on which the City elective officer(s) serves San Francisco Board of Supervisors

Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Clerk of the SF Board of Supervisors	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102	E-mail: Bos.leislation@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

File Number: 101398
(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: ITRIP Follow Up
2. Department: Department of Public Health
Community Program
HIV Epidemiology Section
3. Contact Person: Henry Fisher Raymond Telephone: 554-9093
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$42,384
- 6a. Matching Funds Required: No
b. Source(s) of matching funds (if applicable): N/A
- 7a. Grant Source Agency: The Regents of the University of California, San Francisco
b. Grant Pass-Through Agency (if applicable):
8. Proposed Grant Project Summary: To be responsible for survey administration, blood draws and laboratory testing services based on protocols developed by University of California, San Francisco.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: September 1, 2010 End-Date: February 28, 2011
10. Number of new positions created and funded: None.
11. If new positions are created, explain the disposition of employees once the grant ends? N/A
- 12a. Amount budgeted for contractual services: \$27,744 for Public Health Foundation Enterprises, Inc.
b. Will contractual services be put out to bid? N/A, sole source
c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? N/A
d. Is this likely to be a one-time or ongoing request for contracting out? One-time
- 13a. 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?

[X] Not allowed by granting agency
 [] Other (please explain):

[] To maximize use of grant funds on direct services

14. Any other significant grant requirements or comments: DPH respectfully requests for approval to accept and expend these funds retroactive to September 1, 2010 because the Department received the Purchase Order on October 1, 2010.

The grant code is: HCA031

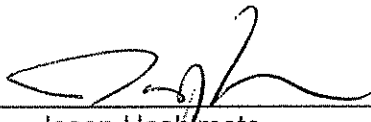
****Disability Access Checklist****

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

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

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

Comments:

Departmental or Mayor's Office of Disability Reviewer: 
Jason Hashimoto

Date Reviewed: 10/22/10

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

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
AIDS Office - HIV/AIDS Statistics and Epidemiology Section

Follow Up to ITRIP
 Sept. 1, 2010 to February 28, 2011

Dept / Div: **HPH-03**
 Fund Group: **2S/CHS/GNC**
 Index Code: **HCHPDHIVSVGR**
 Grant Code:
 Grant Detail:

Category/Line Item	Annual Salary	30.50% Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	Comments
A. PERSONNEL											
1. Sr. Physician Specialist 2232 6 W. McFarland	183,092	55,843	238,935	0%	0.00	15,258	12	0	0	0	
2. Manager I 0922 1 H. Raymond	108,888	33,211	142,099	0%	0.00	9,074	12	0	0	0	
3. Epidemiologist II 2803 5 T. Kellogg	92,222	28,128	120,350	25%	0.25	7,685	2	3,843	1,172	5,015	2 months in 9/1/10-2/28/11
4. COLA 4%	0	0	0	0%	0.00	0	0	0	0	0	
5. STEP increases 5%	0	0	0	0%	0.00	0	0	0	0	0	
TOTAL PERSONNEL:	394,202	117,182	501,384		0.25			3,843	1,172	5,015	

00101 SALARIES: 3,843
 00103 MANDATORY FRINGE: 1,172
TOTAL PERSONNEL: 5,015

C. TRAVEL
 1. Local Travel (02301) 0
 2. Out-of-Jurisdiction Travel(02101) 0
Sub Total TRAVEL 0

D. EQUIPMENT
 1. Scanner (06061) 0
Sub Total EQUIPMENT 0

E. MATERIALS AND SUPPLIES
 1. Office supplies (04951) 0
 2. Non-inventoried equipment (04921) 0
 3. Laboratory Supplies (04431) 9,625 HIV tests
Sub Total SUPPLIES 9,625

F. CONTRACTUAL SERVICES (02789)
 1. PFFE 27,744
Sub Total CONTRACTS 27,744

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
AIDS Office - HIV/AIDS Statistics and Epidemiology Section

Followup to ITRIP
Sept. 1, 2010 to February 28, 2011

Dept / Div: HPH-03
Fund Group: 2S/CHS/GNC
Index Code: HCHFDHIVSVGR
Grant Code:
Grant Detail:

Category/Line Item	Annual Salary	Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	Comments
G. OTHER											
1. Rent support/mig fac (03011)										0	
2. Telephone/Corn (03241)										0	
3. Postage (03561)										0	
4. Photocopier leasing (03131)										0	
5. Photocopier Maintenance (02931)										0	
6. Reproduction Services (In House) (03551)										0	
7. Reproduction/printing/graphic services (Outside) (03552)										0	
8. Staff Training (02201)										0	
9. Incentives (02783)										0	
10. Promotions/Advertising (03599)										0	
11. DP/WP Equipment Maint (02911)										0	
Sub TOTAL OTHER										0	
TOTAL DIRECT COST										42,384	

783

BUDGET SUMMARY

A. SALARIES	3,843
B. MANDATORY FRINGE	1,172
C. TRAVEL	0
D. EQUIPMENT	0
E. MATERIALS AND SUPPLIES	9,625
F. CONTRACT / MOU	27,744
G. OTHER	0
DIRECT COSTS	42,384
H. INDIRECT COST (12% of Total Modified Direct Cost)	0
TOTAL BUDGET	42,384
AWARD	0
SURPLUS/(DEFICIT)	(42,384)

San Francisco Department of Public Health (SFDPH)

AIDS Office HIV Epidemiology Section

Follow-Up to I-TRIP

September 1, 2010 – February 28, 2011

Budget Summary

A.	Personnel	\$3,843
B.	Mandatory Fringe	\$1,172
C.	Travel	\$0
D.	Equipment	\$0
E.	Materials and Supplies	\$9,625
F.	Contractual	\$27,744
G.	Other Expenses	\$0
	TOTAL DIRECT COSTS	\$42,384
H.	Indirect Costs (12% of Total Modified Direct Cost)	\$0
	TOTAL BUDGET	\$42,384

Detail Line-Item Budget and Justification: September 1, 2010 – August 31, 2011

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

A.	Personnel	
A.1	0.25 2803 – Epidemiologist II: Timothy Kellogg	\$5,015
	Director, Behavioral Surveillance, HIV Epidemiology Section Annual Salary \$92,222 x 0.25 FTE for 2 months = \$3,843 Mandatory Fringe Benefits @ 30.5% = \$1,172	
	Mr. Kellogg will be primarily responsible for analysis of study data.	
B.	Mandatory Fringe	\$1,172
	Total Salaries	\$3,843
	Total Fringe	\$1,172
	TOTAL PERSONNEL	\$5,015
C.	Travel	\$0
D.	Equipment	\$0
E.	Materials and Supplies	\$9,625
E.1	275 HIV Test @ \$35/test = \$9,625	
<hr/>		
F.	Contractual	
<hr/>		
F.1.	PHFE (sole source)	
F.1.a	Personnel	
F.1.a.1	0.40 Research Assistant: Grasso, M.	\$14,288
	Annual Salary \$56,250 x 0.40 FTE for 6 months = \$11,250 Mandatory Fringe Benefits @ 27% = \$3,038	
	Mr. Grasso, under direction of the study Project Director will recruit, interview and provide referrals to participants of International Mobility of HIV and will be in charge of the day-to-day activities of the project.	
F.1.a.3	0.25 Research Assistant: Robertson, T.	\$6,906
	Annual Salary \$42,500 x 0.25 FTE for 6 months = \$5,313 Mandatory Fringe Benefits @ 30% = \$1,594	
	Mr. Robertson, under direction of the study Project Director will	

Change Order-0000286853

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

Vendor: 0030003683
CITY & COUNTY OF SAN FRANCISCO
 *****use 0030088282 #11*****
 1380 HOWARD ST 4TH FLOOR RM 439
 SF AIDS OFFICE ATTN: ANNIE SALCEDO
 SAN FRANCISCO CA 94103

Please send order confirmation and delivery date to the following emails:

Buyer: maria.mazzei@ucsf.edu
Requester: lucy.mantuano@ucsf.edu

CHANGE ORDER - CHANGES ONLY Dispatch via E-Mail

Purchase Order	Date	Revision	Page
0000286853	09/20/2010	1 - 10/01/2010	1
Payment Terms	Freight Terms	Shp Via	
30 days	NOT APPLICABLE	NOT APPLICABLE	
Buyer Name	Mazzei, Maria L.	Phone	415 5023018

Ship To: 352213100
 50 Beale St.
 Other Locations
 50 Beale RM 13100
 San Francisco CA 94105
 United States
 Attn: Mantuano, Maria L. (Lucy)

Bill To: University of California SF
 (415) 476-2126
 Accounting Office, UCSF Box 0812
 San Francisco CA 94143-0812
 United States

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 or by calling 415-476-5761. No other terms will take precedence unless explicitly stated below. Vendor represents that any and all material, labor, goods and services ordered by this Purchase Order are being rendered in full compliance with all Federal, State and Local law. Note: That the revision date is likely to change periodically and will add a new version to the landing page.

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	The San Francisco Department of Public Health AIDS will be responsible for survey administration, blood draws and lab testing survey.			42,384.00	42,384.00	
-----	---	--	--	-----------	-----------	--

Schedule Total 42,384.00

Vendor: City and County of San Francisco, Department of Public Health - AIDS Office
 Address: 25 Van Ness Avenue, 5th Floor, San Francisco, CA 94102
 Tel# 415-255-3702
 Contact: Diana Cheung

Period of Performance: Sept. 01, 2010 thru Feb. 28, 2011
 Amount not to exceed : \$42,384.00

Attached Scope of Work

Change order 1 issued to agree to Termination Clause
 Noted exception taken on UCSF Termination Clause:
 Either party, at any time during the Term, may terminate this Agreement without cause upon giving the other party thirty (30) days' written notice.

The vendor is currently contracted on a related research study and thus already is highly familiar with the data and data collection process.

INTRODUCTION

This contract is made between The Regents of the University of California on behalf of its San Francisco Campus, hereinafter referred to as UCSF, University, Buyer and the San Francisco Department of Public Health herein referred to as Vendor, Seller, Consultant or Contractor.

GENERAL DESCRIPTION: (See attached scope of work)

CONTRACT PERIOD

The contract period shall commence on or about 9-1-2010 and end on or about 2-28-2011. The University at its sole option, reserves the right to extend this contract for additional periods of time. The extension will be at the same prices, terms and conditions as originally stated unless rates are accepted and approved by end-user department.

RESPONSIBILITIES OF CONTRACTOR AND CONTRACTOR EMPLOYEES

During the Term (as defined above under Section Contract Period), Contractor and Contractor Employees

Change Order-0000286853

University of California SF

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

Vendor: 0030003683
CITY & COUNTY OF SAN FRANCISCO
*****use 0030088282 #11*****
1380 HOWARD ST. 4TH FLOOR RM 439
SF AIDS OFFICE ATTN: ANNIE SALCEDO
SAN FRANCISCO CA 94103

Please send order confirmation and delivery date to the following emails:

Buyer: maria.mazzei@ucsf.edu
Requester: lucy.mantuano@ucsf.edu

CHANGE ORDER - CHANGES ONLY Dispatch via E-Mail

Purchase Order	Date	Revision	Page
0000286853	09/20/2010	1 - 10/01/2010	2
Payment Terms	Freight Terms	Ship Via	
N30 days	NOT APPLICABLE	NOT APPLIC	
Buyer Name	Mazzei, Maria L.	Phone	415 5023018

Ship To: 352213100
50 Beale St.
Other Locations
50 Beale RM 13100
San Francisco CA 94105
United States
Attn: Mantuano, Maria L. (Lucy)

Bill To: University of California SF
(415) 476-2126
Accounting Office, UCSF Box 0812
San Francisco CA 94143-0812
United States

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 or by calling 415-476-5761. No other terms will take precedence unless explicitly stated below. Vendor represents that any and all material, labor, goods and services ordered by this Purchase Order are being rendered in full compliance with all Federal, State and Local law. Note: That the revision date is likely to change periodically and will add a new version to the landing page.

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

shall:

- i. perform the Services in accordance with the Statement of Work (See attachment).
- ii. perform its professional duties to the best of its ability, in accordance with the highest scientific, professional, and ethical standards of his/or her profession.
- iii. comply with all applicable Federal, State, County, or other government agency laws, rules or regulations, including University policies; and
- iv. comply with the requirements of all appropriate accrediting bodies.

PRICING

Rate: NTE \$ 42,384.00
No TAX

INVOICING

Payment Instruction to Vendor: The University shall not accept request for payments for orders placed under the following conditions:

1. After the expiration date of 3-28-2011
2. Which cause an overrun of the indicated estimated amount of \$42,384.00

Invoices are due net 30.

Invoices must reference Vendor Contract Number/PO 0000286853

WORK ACCEPTANCE

When Vendor believes it has appropriately completed a Deliverable (as shown in the Statement of Work) Vendor will deliver it to the University's technical contact: Technical Contact, Hong Ha Truong @ 415-597-4665. The University's technical contact will accept or reject the Deliverable specified in the Scope of Work, within a reasonable period of time, estimated to be no longer than 15 working days from the completion of the deliverable. Failure to give notice of acceptance or rejection during this time period shall constitute acceptance. The University may reject the deliverable only if the Deliverable fails to meet the requirements stated in the Statement of Work or if it is otherwise reasonably unacceptable as determined at the reasonable discretion of the University. Vendor shall correct failures specified in the rejection notice within 10 days of the rejection notice. Vendor shall make corrections at its cost. When Vendor believes it has made the necessary corrections, Vendor will again deliver the Deliverable to the University and the acceptance/rejection/correction provisions above shall reapply until the University accepts the Deliverable.

The vendor shall make such reasonable changes as the Client may request without charge. If, in order to comply with additional UCSF changes, the vendor must depart from the previously approved work and specifications and incur additional expense as a result, UCSF will reimburse the Vendor for the reasonable costs thereof. Vendor shall submit a written estimate of change cost prior to initiation of changes. UCSF departmental representative may authorize such changes up to the maximum of \$ 42,384.00 specified in this order.

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.

This contract is not intended to be an exclusive agreement for the items contained and the University has the option to purchase like items from other sources, when considered to be in the best interest

Change Order-0000286853

University of California SF

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

Vendor: 0030003683
CITY & COUNTY OF SAN FRANCISCO
*****use 0030088282 #11*****
1380 HOWARD ST 4TH FLOOR RM 439
SF AIDS OFFICE ATTN: ANNIE SALCEDO
SAN FRANCISCO CA 94103

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N30 days	NOT APPLICABLE	NOT APPLIC	
Buyer Name	Mazzei, Maria L.	Phone	415 5023018

Ship To: 352213100
50 Beale St.
Other Locations
50 Beale RM 13100
San Francisco CA 94105
United States
Attn: Mantuano, Maria L. (Lucy)

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Accounting Office, UCSF Box 0812
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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

of the University.

GENERAL CONDITIONS

The University provides no free parking facilities for the Contractor's employees. The University will not be responsible for the loss of equipment or materials left on University premises or in University departments by a vendor during the performance of work covered by this purchase contract.

TERMS AND CONDITIONS

The terms and conditions applicable to this contract are, in order of precedence: those contained hereon and those contained in Appendix A. The aforementioned terms are incorporated herewith by reference as if set forth herein in their entirety. Any different or additional terms contained in Seller's purchase acknowledgment, or other document(s), are unacceptable to the University and are hereby rejected.

INSURANCE

Seller shall provide University with certification, either by a properly qualified representative of the insurer, or by an equivalent program of self-insurance, that Seller's insurance complies with the requirements of this section. Such certification shall describe each of the coverages depicted on the attached Appendix A as either on an "occurrence" form or a "claims made" form. Insurance policies required shall be issued by companies who hold a current Policyholder's Alphabetic and Financial Size Category Rating of not less than A-VIII according to Best's Insurance Reports or an equivalent rating by Standard & Poor or Moody's. Self-insured entities shall provide a certificate of self-insurance evidencing an equivalent program of self-insurance. If Seller's insurance coverages are on "claims made" forms, Seller agrees to maintain such insurance and to provide University with satisfactory evidence thereof for the period. The certificate must be in the possession of the Purchasing Department prior to commencement of installation of service. Mail to:

University of California, San Francisco
Campus Procurement and Business Contracts Department
1855 Folsom Street, Suite 304
San Francisco, CA 94143-0910
Attention: Maria Mazzei, Senior Buyer

P.O./Contract Number 0000286853 Seller hereby agrees that the University shall make no payment until the University is in receipt of Seller's insurance certificate. All insurance coverages and carriers are subject to the approval of the University.

PATENTS

Whenever any invention or discovery is made or conceived by the Consultant in the course of or in connection with this Agreement, the Consultant shall promptly furnish the University complete information with respect thereto and the University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent that may result. The Consultant will, at University expense, execute all documents and do all things necessary or proper with respect to such patent applications. The Consultant is specifically subject to an obligation to assign all right, title and interest in any such patent rights to the University as well as all right, title and interest in tangible

Change Order-0000286853

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

Vendor: 0030003683
 CITY & COUNTY OF SAN FRANCISCO
 *****use 0030088282 #11*****
 1380 HOWARD ST 4TH FLOOR RM 439
 SF AIDS OFFICE ATTN: ANNIE SALCEDO
 SAN FRANCISCO CA 94103

Please send order confirmation and delivery date to the following emails:

Buyer: maria.mazzei@ucsf.edu
Requester: lucy.mantuano@ucsf.edu

CHANGE ORDER - CHANGES ONLY Dispatch via E-Mail			
Purchase Order	Date	Revision	Page
0000286853	09/20/2010	1 - 10/01/2010	4
Payment Terms	Freight Terms	Ship Via	
N30 days	NOT APPLICABLE	NOT APPLIC	
Buyer Name	Mazzei, Maria L.	Phone	415 5023018

Ship To: 352213100
 50 Beale St.
 Other Locations
 50 Beale RM 13100
 San Francisco CA 94105
 United States
 Attn: Mantuano, Maria L. (Lucy)

Bill To: University of California SF
 (415) 476-2126
 Accounting Office, UCSF Box 0812
 San Francisco CA 94143-0812
 United States

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 or by calling 415-476-5761. No other terms will take precedence unless explicitly stated below. Vendor represents that any and all material, labor, goods and services ordered by this Purchase Order are being rendered in full compliance with all Federal, State and Local law. Note: That the revision date is likely to change periodically and will add a new version to the landing page.

Line	Sch	Item/Description	Mfg ID/Mfg Item ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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research products embodying such inventions whether the inventions are patentable or not.

COPYRIGHT

The University shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material delivered under this Agreement. The Consultant warrants that all creators of copyrightable material delivered under this Agreement to the University are, at the time of the material's creation, bona fide employees or subcontractors of the Consultant, and that such creation is within the course and scope of the creator's employment.

RECORDS ABOUT INDIVIDUALS

The State of California Information Practices Act of 1977, as well as University policy, sets forth certain requirements and safeguards regarding records pertaining to individuals, including the rights of access by the subject individual and by third parties. If the Consultant creates records about an individual of a confidential or personal type, including notes or tape recordings, the information shall be collected to the greatest extent practicable directly from the individual who is the subject of the information. When collecting the information, the Consultant shall inform the individual that the record is being made and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in this Agreement.

OWNERSHIP AND ACCESS TO RECORDS

Web programming, bug fixes, designs, graphics, studies, reports, data computer files, and other work products prepared by the Vendor or its subcontractors in connection with this contract shall be delivered to and shall become the exclusive property of UCSF. UCSF may utilize these documents for UCSF applications on other projects or extensions of this project, at its own risk. Such records will become the property of UCSF and be subject to UCSF policies governing privacy of and access to information, unless otherwise agreed to, in writing, between the parties.

INDEPENDENT CONTRACTOR, TITLE AND OWNERSHIP

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,

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Buyer Name	Mazzei, Maria L.	Phone	415 5023018

Vendor: 0030003683
 CITY & COUNTY OF SAN FRANCISCO
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 1380 HOWARD ST 4TH FLOOR RM 439
 SF AIDS OFFICE ATTN: ANNIE SALCEDO
 SAN FRANCISCO CA 94103

Ship To: 352219100
 50 Beale St.
 Other Locations
 50 Beale RM 13100
 San Francisco CA 94105
 United States
 Attn: Mantuano, Maria L. (Lucy)

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 (415) 476-2128
 Accounting Office, UCSF Box 0812
 San Francisco CA 94143-0812
 United States

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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

services on behalf of The Regents of the University of California.

CONFLICT OF INTEREST

- 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.
- 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.
- 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.

PROPRIETARY INFORMATION AND RIGHTS

Both parties acknowledge they may obtain information relating to the other party's business which is of a confidential and proprietary nature ("Proprietary Information"). Proprietary Information may include, without limitation, workbooks, handouts, PowerPoint presentations, instructional activities, designs, models, and methodologies, computer codes, trade secrets, know-how, inventions, techniques, processes, programs, algorithms, schematics, data, customer lists, financial information and sales and marketing plans. Both parties, and their respective employees and agents shall, at all times, both during the term of this Agreement and after its termination, keep in trust and confidence all such Proprietary Information of the other party, and shall not use such Proprietary Information other than in the course of its duties as expressly provided in this Agreement; nor shall either party or its employees or agents disclose any such Proprietary Information to any person without the other party's prior written consent.

"CONFIDENTIAL INFORMATION"

All information submitted as a part of that contract must be open to public inspection (except items marked as trade secrets and considered a trade secret under the California Public Records Act)

TERMINATION OF CONTRACT

University may terminate this contract for convenience in whole or in part at any time in accordance with the terms of Article 4 of the attached Appendix A. In the event of such termination, University agrees to provide Vendor at least 30 days prior written notice of the effective date of termination and the extent thereof.

In the event of termination for convenience, Seller agrees to accept as the reasonable amount referred to in Article 4 (A) (2) If within 15 calendar days of receipt of written notice to Seller from University of Seller's breach of any term or condition of this contract, Seller shall fail to remedy such breach, then University may, by prior written notice, terminate this contract in whole or in part at any time.

In addition to other remedies described in Article 4, it should be understood that future contracts with the University may be limited or withheld completely, pending re-establishment of an acceptable record by Seller.

ACKNOWLEDGMENT BY SELLER (SERVICES)

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University of California SF
 1855 Folsom Street, Suite 304
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Buyer Name	Phone		
Mazzei, Maria L.	415 5023018		

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 (415) 476-2126
 Accounting Office, UCSF Box 0812
 San Francisco CA 94143-0812
 United States

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Line-Sch.	Item/Description	Mfg ID/Mfg Item ID	Quantity UOM	PO Price	Extended Amt Due Date

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: *maria* Date: 10/1/10
 (Sellers Signature) *BB*

Maria Mazzei
 Senior Buyer
 Campus Procurement & Business Contract
 Office: (415) 502-3018
 Fax: (415) 502-3031
 Email: maria.mazzei@ucsf.edu

Authorized Buyer's Signature *[Signature]*

INTRODUCTION FORM

By a member of the Board of Supervisors or the Mayor

Time Stamp or
Meeting Date

I hereby submit the following item for introduction:

- 1. For reference to Committee:
An ordinance, resolution, motion, or charter amendment.
- 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
- Ethics Commission
- Building Inspection Commission
- Youth Commission
- Planning Commission

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

Sponsor(s): Supervisor Carmen Chu

SUBJECT: DPH accept and expend grant of \$42,384 for project ITRIP

The text is listed below or attached:

Signature of Sponsoring Supervisor: _____



For Clerk's Use Only:

