File	No.	10	145/	2
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Committee	Item No	0	
Board Item	No	.31	}

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Board of Su	pervisors Meeting	Date:	November 23, 2010
Cmte Board			
	Motion Resolution Ordinance Legislative Digest Budget Analyst Report Legislative Analyst Report Legislative Analyst Report Youth Commission Report Introduction Form (for head to be partment/Agency Cove) MOU Grant Information Form Grant Budget Subcontract Budget Contract/Agreement	ort earings	s) er and/or Report
	Award Letter		
	Application		
	Public Correspondence		
OTHER	(Use back side if additio	onal spa	ace is needed)
Completed Completed	by: <u>Annette Lonich</u> by:	Date: Date:	November 17, 2010

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

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 intro	oduction:
1. For reference to Committee: An ordinance, resolution, mo X 2. Request for next printed agenda 3. Request for Committee hearing 4. Request for letter beginning "Su 5. City Attorney request. 6. Call file from Committee. 7. Budget Analyst request (attach v 8. Substitute Legislation File Nos 9. Request for Closed Session 10. Board to Sit as A Committee of	without reference to Committee on a subject matter. pervisor inquires". written motion).
Please check the appropriate boxes. The p following:	roposed legislation should be forwarded to the
☐ 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: UCSF grant of \$6,280 to DP. Users in Iran program	H for Crucial Transitions in young Opioid
The text is listed below or attached:	
Signature of Sponsoring Supervisor:	
For Clerk's Use Only:	

10/4/52

Revised 4/2/09

Common/Supervisors Form

Resolution authorizing the San Francisco Department of Public Health to accept and expend retroactively a grant in the amount of \$6,280 from the University of California San Francisco, to participate in a program entitled "Crucial Transitions in Young Opioid Users in Iran;" for the period of November 1, 2010 through August 31, 2011.

[Accept and Expend Grant - Crucial Transitions in Young Opioid Users in Iran-\$6,280]

WHEREAS, UCSF is the recipient of a grant award from the National Institutes of Health supporting the Crucial Transitions in Young Opioid Users in Iran; and,

WHEREAS, With a portion of these funds, UCSF has subcontracted with DPH in the amount of \$6,280 for the period of November 1, 2010 through August 31, 2011; and,

WHEREAS, As a condition of receiving the grant funds, UCSF requires the City to enter into an agreement (the "Agreement"), a copy of which is on file with the Clerk of the Board of Supervisors in File No. 101452; which is hereby declared to be a part of this resolution as if set forth fully herein; and,

WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH for one existing position, one Senior Physician Specialist (Job Class 2232) at .03 FTE, for ten months during the period from November 1, 2010 through August 31, 2011; and,

WHEREAS, A request for retroactive approval is being sought because DPH did not receive notification of the contract until November 2010 for a project start date of November 1, 2010; and,

WHEREAS, The budget includes a provision for indirect costs in the amount of \$673; now, therefore, be it

RESOLVED, That DPH is hereby authorized to accept and expend a grant retroactively in the amount of \$6,280 from UCSF; and, be it

FILE NO.

RESOLUTION NO.

RESOLVED, That DPH is hereby authorized to accept and expend a grant retroactively in the amount of \$6,280 from UCSF; and, be it

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

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

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

RECOMMENDED:

Mitchell Katz, M.D. Director of Health

APPROVED:

Office of the Mayor

Office of the Controller

File Number: (Provided by Cla	erk of Board of Supervisors)	
,	Grant Inform	nation Form
	(Effective Ja	nuary 2000)
Purpose: Accompan expend grant funds.		resolutions authorizing a Department to accept and
The following descri	bes the grant referred to in the acco	ompanying resolution:
I. Grant Title:	Crucial Transitions in Young Opio	oid Users in Iran
2. Department:	Department of Public Health Community Programs HIV Epidemiology Section	
3., Contact Person:	Henry Fisher Raymond	Telephone: 554-9093
1. Grant Approval S	Status (check one):	
[X]Approve	ed by funding agency	[] Not yet approved
5. Amount of Grant	t Funding Approved or Applied for:	\$6,280
Sa. Matching Funds b. Source(s) of mat	Required: No tching funds (if applicable): N/A	
	gency: National Institutes of Health ough Agency (if applicable): The Re	gents of the University of California
3. Proposed Grant Fopioid users in Iran s		planning, design, implementation and analysis of the
). Grant Project Scl	hedule, as allowed in approval docu	iments, or as proposed:
Start-	-Date: November 1, 2010	End-Date: August 31, 2011
10. Number of new	positions created and funded: None	e
11. If new positions	are created, explain the disposition	of employees once the grant ends? N/A
12a. Amount budgel	ted for contractual services: N/A	
c. If so, will contra	I services be put out to bid? N/A act services help to further the goals be a one-time or ongoing request for	s of the department's MBE/WBE requirements? N/A or contracting out? N/A
b1. If yes, how muc. If no, why are in	ndirect costs not included? N/A	[x] Yes

14. Any other significant grant requirements or comments: DPH respectfully requests for retroactive approval to accept and expend these funds because the Department did not receive notification of the contract until November 2010.

The grant code is HCAO32/1100.

		•	
*Disability Access Che	cklist***	,	
15. This Grant is intended	d for activities at (check all tha	at apply):	
xx] Existing Site(s)] Rehabilitated Site(s)] New Site(s)	[] Existing Structure(s)[] Rehabilitated Structure(s)	[] Existing Program(s) or Serure(s) [xx] New Program(s) or Service	vice(s) e(s)
and concluded that the p	roject as proposed Will be in t	ayor's Office on Disability have reviewed the compliance with the Americans with Disabil Julations and will allow the full inclusion of p eptions, as described in the comments sect	ersons with
Comments:			
		200	
Departmental or Mayor's	Office of Disability Reviewer	Jason Hashimoto	,
Date Reviewed: 11/8	1/10 A		et s
Department Approval:	Mitchell Katz, M.D.	Director of Public Health	

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH AIDS Office

HIV Epidemiology Section Crucial Transitions in Young Opioid Users in Iran November 1, 2010 - August 31, 2011

HPH-03 2S/CHS/GNC HCHPDHIVSVGR

De Dept / Div: Fu Fund Group: Inc Index Code: Gr. Grant Code: Gr. Grant Detail:

PERSONNEL 1. Sr. Phys Spec. 2332 5 W McFarland	Salary	ZZ.50% Annual Frin Ben 41,196	Sal/Frin Ben 224,288	% OF TIME	% OF FTE 0.03	Monthly Rate	M# 0	Salary Budget	Frin Ben Budget 1,030	Total Budget	Comments
W-97-41018-07-010-07-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0						•					
TOTAL SALARY/FRINGE	183,092	41,196	224,288		0.03	15,258		0 0	1,030	5.607	

00101 SALARIES 00103 FRNG BN SUB TOTAL

4,577 1,030 5,607

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

D. EQUIPMENT 1. Lease of Van/Mobile Unit (06061) Sub Total EQUIPMENT

E. MATERIALS AND SUPPLIES
1. Office supplies (04591)
2. Lab supplies
3. Non-inventoried equipment (04921)
Sub Total SUPPLIES

Sub Total SUPPLIES

Phiebotomy Supplies / Educational supplies

tubes, butterflyes etc / condoms/ locking cabinet for test kits

F. CONTRACTUAL SERVICES (02789) 1. PHFE 2. UCSF

Sub Total CONTRACTS

page 1 of 2

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH AIDS Office

HIV Epidemiology Section Crucial Transitions in Young Opioid Users in Iran November 1, 2010 - August 31, 2011

De Dept / Div. Fu Fund Group: Inc Index Code: Gr Grant Code: Gr Grant Detail:

HPH-03 2S/CHS/GNC HCHPDHIVSVGR

Comments																						
Total Budget	00	00	00		0	0	5,607		4,577	1,030	c	• •	Þ	0	O	٥	5,607	673	6,280	600	007'0	(O)
Frin Ben Budget																						
 Salary Budget															•							
Mth																						
Monthly Rate						÷																
% OF FTE									0.03												,	
% OF TIME								ARY	FTE													٠
 Total Annual Sal/Frin Ben								BUDGET SUMMARY									٠					
22.50% Annual Frin Ben																		direct costs				•
Annual Salary							t							ES				nf total modified		-		
CATEGORY/LINE ITEM	G. OTHER 1. Rent Support/Meeting Facility (03011)	 IRB review fees (02799) Reproduction (081PR) 	4. Subscription (03571) 5. Promotion and Advertising (03581)	6. Other Current Expenses (03599)	7. Staff training (UZZU1) 8. Participant Stipends -(02783)	9. Equip Maint Sub TOTAL OTHER	TOTAL DIRECT COST		SALARIES		B. MANDALORI TRINGE	C. TRAVEL	D. EQUIPMENT	E. MATERIALS AND SUPPLIES	F. CONTRACT / MOU	G. OTHER	DIRECT COSTS	HINDIRECT COST @12% of total modified direct costs		TOTAL BUDGET	AWARD	SURPL/(DEFICFIT)

San Francisco Department of Public Health (SFDPH) AIDS Office

HIV Epidemiology Section Crucial Transitions in Young Opioid Users in Iran

BUDGET JUSTIFICATION

November 1, 2010 - August 31, 2011

A. B.	PERSONNEL MANDATORY FRINGE	
1.	0.03 2232 – Sr. Physician Specialist: W. McFarland Annual Salary \$183,092 x 0.03 FTE x 10 months = \$4,577 Mandatory Fringe Benefits (@ 22.50%) = \$1,030	\$5,607
	AcFarland will assist with the planning, design, implementation and analysis study.	
Tota	l Personnel:	\$5,607
	Total Salaries	\$4,577
	Total Fringe	\$1,030
	TOTAL PERSONNEL:	\$5,607
C.	TRAVEL	\$0
D.	EQUIPMENT	\$0
E.	SUPPLIES	\$0
F.	CONTRACTUAL	\$0
G.	OTHER	\$0
	TOTAL DIRECT COSTS	\$5,607
H.	INDIRECT COSTS (12 % of total modified direct costs)	\$673
	TOTAL BUDGET:	\$6,280

Agreement between The Regents of the University of California

and

City & County of San Francisco, Department of Public Health

CFDA Number: 93.279

Prime Grant Number: R21 DA029473 DPA and Fund Number: 444250-29818

Agreement Number: 6288sc

This Agreement ("Agreement") is executed by and between The Regents of the University of California, on behalf of its San Francisco campus, 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 R21 DA029473 ("Award") from the Department of Health and Human Services, National Institutes of Health ("NIH"), for the conduct of a program titled "Crucial Transitions in Young Opioid Users in Iran" as detailed in the application previously submitted to the National Institutes of Health; and

WHEREAS it is considered in the best interests of NIH 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

Mohsen Malekinejad, MD 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 Willi Mcfarland, MD, MPH as the Project Director 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 November 1, 2010 ("Commencement Date") and shall not extend beyond August 31, 2011 ("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 \$6,280.00 and shall not be exceeded until formal modification of this Agreement is issued.

Page 1 of 7

(2) The cost principles applicable to Subcontractor's type of organization.

- OMB Circular A-21: Insti

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 NIH Grants Policy Statement (NIH Publication No. 99-8, Revised 12/01/03: located on the web at http://www.nih.gov) 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. This Agreement is under Expanded Authorities or the Federal Demonstration Project IV as is applicable. 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 NIH 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
subcontract@accounting.ucsf.edu

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 or no cost extension. 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 90 days before the end of the reporting period. Terminal progress reports must be submitted to University within forty-five (45) 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 has 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 NIH Grants Policy Statement (NIH Publication No. 99-8) and shall acknowledge support from the Award made to the University from NIH. 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 NIH 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

Page 3 of 7

equipment shall reside with Subcontractor subject to the right of the NIH 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 develop a 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:

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 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, 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

Page 5 of 7

6288sc

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Subcontractor is determined on the basis of such audits to be unallowable the Subcontractor shall promptly refund the unallowable amount to University upon demand.

F. When and as requested by the University's Principal Investigator, copies or originals of financial records, supporting documentation, and other records pertinent to this Agreement, including original receipts for purchases made under this Agreement, shall be sent to the University's Principal Investigator.

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 or 690).

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 - Debarment and Suspension

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

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 Sponsored Research

3333 California Street, Suite 315 San Francisco, CA 94143-0962

University of California

To Subcontractor:

Willi Mcfarland, MD, MPH

City & County of San Francisco, Department of Public Health

c/o Diana Cheung

1380 Howard Street, Suite 441 San Francisco, CA 94103

Tel: 415-255-3702

E-Mail: Diana.Cheung@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	City & County of San Francisco, Department of Public Health
John E. Radkowski Contracts and Grants Officer Office of Sponsored Research	Name: Barbara Garcia Title: Deputy Director of Health
0CT 1 5 2010	Date 10/26/2010

ATTACHMENT A

Scope of Work

Opioid Users in Iran

Dr. McFarland will assist with the planning, design, implementation and analysis of the opioid users in Iran study

224,288

44,196

183,092

TOTAL SALARYIFRINGE

00101 SALARIES 00103 FRNG BN SUB TOTAL

SAN FRANCISCO DEPARTNENT OF PUBLIC HEALTH
AIDS Office
HIV Epidemology Section
Iran IDU RA1
Year 1- I Novembr, 2019 - 31 August, 2011

HPH-03 2SICHS/GNC HCHPDHIVSVGR

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C. TRAVEL 1. Local Travel (02361) 2. Out-of-Juritofation Travel (02101) Sub Tobal TRAVEL	D. EQUIPMENT 1. Lease of Verymobile UNI. (195061) Sub Tobal EQUIPMENT	E. MATERIALS AND SUPPLIES 1, Office supplies (04531) 2. Lab supplies 3. Non-inventione equiment (0421) 5. by Total Supplies	F. CONTRACTUAL SERVICES (02739) 1. PHFE 2. UCSF Sub total CONTRACTS

phys 1 of 4

Zakaa Contractsisub Contractsistipa 29818 YRIVma Mahsen R21 (Sjiran Mahsen R21 (S)YR 1

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH AUSS Office HIV Episamiology Section Iran IDU R21 Year 1-140vwmber, 2010-31 August, 2011

De Depl / Div. Fu.Fund Group: Insindex Code; Gr.Grant Code; Gr.Grant Detail:

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CATEGORYLINE ITEM	3. ÖTHER 1. Rearl Suppart/Meeting Facility (03011) 2. Reproduction (0319R) 4. Substration (0319R) 5. Promotion sup Advertising (03581) 6. Other Current Expenses (03589) 7. Suff training (02201) 8. Participent Siberins -(02782) 9. Eduto Maint	Sub TOTAL OTHER	TOTAL DIRECT COST		A SALARIES	B. MANDATORY FRINGE	C. TRAVEL	d. Equipment	E. MATERIALS AND SUPPLIES	F. CONTRACT / MOU	G, OTHER	DIRECT COSTS	H. INDIRECT COST @12% of total modified direct costs	TOTAL BUDGET	AWARD	SURPLIDEFICETT)

Z.IAAA ContractsiSub ContractsiSFDPA 20018 YRithen Maken R21 (Sjimn Mohsen R21 (S)YR 1

page 2 of 4

INVOICE

ATTACHMENT C

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

ub Contractor's Name ub Contractor's Address ontact Person elephone #			•	
	Sub Contract No: Invoice No:			Wire Transfer To:
	Period Covered: Date of Involce: Final:	Yes	No	. ,
	BUDGET 9	CURRENT EXPENSE	GUMULATIVE STRENGES STRENGES	COST REPORT UNPENDED
ersonnel Costs				
salaries Jenefits				
OTAL PERSONNEL				
Operating Costs				
Consultants Equipment			•	
Supplies Fravel Patient Care				
Alterations/Renovations Consortium/Contractual				
Other Expenses TOTAL OPERATING				
TOTAL DIRECT COSTS				
Indirect @% Base: Personnel, TDC, MTDC				
Other (Circle one)				
PROGRAM INCOME*				
TOTAL NET COST				
I certify that all expenditures report are for appropriate purposes and in with the terms and conditions of the	accordance			Form may be obtained elect nically by sending E-mail rector to: Isuzara@accounting.ucstor. jantuk@accounting.ucst

PROGRAM INCOME IS ENTERED AS ACREDIT TO OFFSET TOTAL COST

Revised 11/02

ATTACHMENT D



EXPLORATORY/DEVELOPMENT GRANT Department of Health and Human Services National Institutes of Health NATIONAL INSTITUTE ON DRUG ABUSE Notice of Award

Issue Date: 09/04/2010



Grant Number; 1R21DA029473-01

Principal investigator(s): Mohsen Malekinejad, MD

Project Title: Crucial Transitions among Young Opiold Users in Iran

Mr. Onizuka, Naoki Specialist 3333 California Street Suite 315 San Francisco, CA 94118

Award e-mailed to: cgrasteam@ucsf.edu

Budget Period: 09/15/2010 - 08/31/2011 Project Period: 09/15/2010 - 08/31/2012

Dear Business Official:

The National Institutes of Health hereby awards a grant in the amount of \$182,240 (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 42 USC 241 42 CFR 52 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

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.

Each publication, press release or other document that cites results from NIH grant-supported research must include an acknowledgment of NIH grant support and disclaimer such as "The project described was supported by Award Number R21DA029473 from the National Institute On Drug Abuse. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Institute On Drug Abuse or the National Institutes of Health."

Award recipients are required to comply with the NIH Public Access Policy. This includes submission to PubMed Central (PMC), upon acceptance for publication, an electronic version of a final peer-reviewed, manuscript resulting from research supported in whole or in part, with direct costs from National Institutes of Health. The author's final peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process. For additional information, please visit http://publicaccess.nih.gov/.

Award recipients must promote objectivity in research by establishing standards to ensure that the design, conduct and reporting of research funded under NIH-funded awards are not blased by a conflicting financial interest of an Investigator. Investigator is defined as the Principal Investigator and any other person who is responsible for the design, conduct, or reporting of NIH-funded research or proposed research, including the Investigator's spouse and dependent children. Awardees must have a written administrative process to identify and manage financial conflict of interest and must inform Investigators of the conflict of interest policy and of the Investigators' responsibilities. Prior to expenditure of these awarded funds, the Awardee must report to the NIH Awarding Component the existence of a conflicting interest and within 60 days of any new conflicting interests identified after the initial report. Awardees must comply with these and all other aspects of 42 CFR Part 50, Subpart F. These requirements also apply to subgrantees, contractors, or collaborators engaged by the Awardee under this award. The NIH website http://grants.nih.gov/grants/policy/coi/index.htm provides additional information.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

Pamela G. Fleming Grants Management Officer NATIONAL INSTITUTE ON DRUG ABUSE

Additional information follows

SECTION I - AWARD DATA - 1R21DA029473-01

Award Calculation (U.S. Dollars)

Federal Direct Costs	\$151,362
Federal F&A Costs	\$30,878
Approved Budget	\$182,240
Federal Share	\$182,240
TOTAL FEDERAL AWARD AMOUNT	\$182,240

AMOUNT OF THIS ACTION (FEDERAL SHARE)

\$182,240

	SUMMARY TOTALS FOR ALL YEARS					
YR	THIS AWARD	CUMULATIVE TOTALS				
1.	\$182,240	\$182,240				
2	\$144,204	\$144,204				

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

Elscal Information:

CFDA Number:

93,279

EIN:

1946036493A6

Document Number:

RDA029473A

Fiscal Year:

2010

IC IC	CAN	2010	2011
OD		D 182,240	\$144,204

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

NIH Administrative Data:

PCC: EB/PiH / OC: 414A / Processed: PFLEMING 08/30/2010

SECTION II—PAYMENT/HOTLINE INFORMATION - 1R21DA029473-01

For payment and HHS Office of Inspector General Hotline information, see the NIH Home Page at http://grants.nih.gov/grants/policy/awardconditions.htm

SECTION III - TERMS AND CONDITIONS - 1R21DA029473-01

This award is based on the application submitted to, and as approved by, NiH on the above-titled 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.
- Conditions on activities and expenditure of funds in other statutory requirements, such as those included in appropriations acts.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

(See NIH Home Page at 'http://grants.nlh.gov/grants/policy/awardconditions.htm' for certain references cited above.)

This institution is a signatory to the Federal Demonstration Partnership (FDP) Phase V Agreement which requires active institutional participation in new or origing FDP demonstrations and pilots.

An unobligated balance may be carried over into the next budget period without Grants Management Officer prior approval.

This grant is subject to Streamlined Noncompeting Award Procedures (SNAP).

In accordance with P.L. 110-161, compliance with the NIH Public Access Policy is now mandatory. For more information, see NOT-OD-08-033 and the Public Access website: http://publicaccess.nih.gov/.

This award is funded by the following list of institutes. Any papers published under the auspices of this award must cite the funding support of all institutes.

Office Of The Director, National Institutes Of Health (OD)

Treatment of Program Income: Additional Costs

SECTION IV - DA Special Terms and Conditions - 1R21DA029473-01

This award contains grant specific restrictions. These restrictions may only be lifted by a revised notice of grant award.

RESTRICTION: The present award is being made without a currently valid certification of institutional Review Board (IRB) approval for this project with the following restriction: Only activities that are clearly severable and independent from activities that involve human subjects may be conducted pending the NIH awarding component?s acceptance of the certification of IRB approval. The certification of IRB approval must be submitted to the NIH awarding component within 60 days of the issue date of this award.

No funds may be drawn down from the payment system and no obligations may be made against Federal funds for research involving human subjects at any site engaged in such research for any period not covered by an Office for Human Research Protections Assurance and an IRB approval consistent with the requirements of 45 CFR Part 46.

Failure to submit the certification of IRB approval to the NIH awarding component within the 60-day period or to otherwise comply with the above requirements can result in suspension and/or termination of this award, withholding of support, audit disallowances, and/or other appropriate

See the NIH Grants Policy Statement, December 2003, (http://grants2.nih.gov/grants/pollcy/nihgps_2003/NIHGPS_Part5.htm), pages 54-56 for specific requirements related to the protection of human subjects, which are applicable to and a term and condition of this award.

Funds for the foreign component(s) are restricted. Funds in the amount of \$67,000 are restricted at the following sites: Tehran University of Medical Sciences (TUMS). These funds may not be expended until all NiH administrative requirements have been met. NiDA will notify the grantee via a revised Notice of Grant Award (NGA) when the NiH administrative requirements have been met.

This is a Modular Grant Award without direct cost categorical breakdowns in accordance with the guidelines published in the NiH Grants Policy Statement, December 2003, see (http://grants2.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part12.htm#_Toc54600227), pages 217-219. Recipients are required to allocate and account for costs related to this award by category within their institutional accounting system in accordance with applicable cost principles.

This award includes funds awarded for consortium activities with the San Francisco Department of Public Health (SFDPH) and Tehran University of Medical Sciences (TUMS). Consortiums are to be established and administered as described in the NIH Grants Policy Statement (NIH GPS). The referenced section of the NIH Grants Policy Statement is available at http://grants1.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part12.htm#_Toc54600251, pages 224-227:

All grantees must acknowledge funding received from the National Institute on Drug Abuse at the National Institutes of Health when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with NIDA money. (NIH Grants Policy Statement, Part II, Page 114- Rights in Data (Publication and Copyrighting), December 2003).

In conjunction with this requirement, in order to most effectively disseminate research results, advance notice should be given to NIDA that research finds are about to be published so that we may coordinate accurate and timely release to the media. This information will be embargoed until the publication date. Any press notification should be coordinated with the NIDA Press Officer who can be reached at (301) 443-6245.

We strongly encourage all of our grantees to register in the eRA Commons. The eRA Commons provides grantees with the ability to electronically submit; e-SNAP applications, No cost extensions, Just in Time documents, Financial Status Reports, Final Progress Reports, and allows grantees to register to become e-mail enabled to receive Notice of Grant Awards (NGA).

NIDA has an interest in supporting HIV/AIDS and infectious disease research. The purpose of this support is to develop effective prevention, treatment, and service strategies for drug abusing youth and adults. To that end, awardees conducting HIV/AIDS research are encouraged to make every effort to incorporate scientific questions related to HIV/AIDS and other infectious diseases into research protocols. Principal Investigators will be required to provide Information related to the development of research in this area in annual progress reports to allow NIDA to assess progress regarding HIV/AIDS research.

STAFF CONTACTS

The Grants Management Specialist is responsible for the negotiation, award and administration of this project and for interpretation of Grants Administration policies and provisions. The Program Official is responsible for the scientific, programmatic and technical aspects of this project. These individuals work together in overall project administration. Prior approval requests (signed by an Authorized Organizational Representative) should be submitted in writing to the Grants Management Specialist. Requests may be made via e-mail.

Grants Management Specialist: Heidi D. Young Email: youngh@mail.nih.gov Phone: (703) 243-5024 Fax: 301-594-6849

Program Official: Peter Hartsock Email: ph45z@nih.gov Phone: (301) 402-1964

SPREADSHEET SUMMARY
GRANT NUMBER: 1R21DA029473-01

INSTITUTION: UNIVERSITY OF CALIFORNIA SAN FRANCISCO

Facilities and Administrative	Year 1	Year 2
Costs		i
F&A Cost Rate 1	26%	26%
F&A Cost Base 1	\$118,762	\$68,624
F&A Costs 1	\$30,878	\$17,842



"Carpio, Sonny" <Feliciano.Carpio@ucsf.edu>

10/15/2010 05:11 PM

To "MCFARLAND, Willi" <willi_mcfarland@hotmail.com>, "Cheung, Diana (DPH)" < Diana. Cheung@sfdph.org>

cc "Malekinejad, Mohsen" <mmalekinejad@psg.ucsf.edu>, "Cuadra, Rosa" <RCuadra@psg.ucsf.edu>

bec

Subject Subcontract Number 6288sc to City & County of San Francisco, Department of Public Health; UCSF Pl: Dr. Mohsen Malekinejad

Willi Mcfarland, MD, MPH City & County of San Francisco, Department of Public Health c/o Diana Cheung 1380 Howard Street, Suite 441 San Francisco, CA 94103

Tel: 415-255-3702

E-Mail: Diana.Cheung@sfdph.org; willi Mcfarland@hotmail.com

Re: Subcontract Number 6288sc

Attached, please find an electronic version of the above referenced agreement. On the signature page, please insert the name and the title of the person responsible for signing this agreement. Please have this agreement signed on behalf of City & County of San Francisco, Department of Public Health and return one copy via e-mail (as a PDF attachment). Upon receipt and pending any further changes, a fully signed copy will be forwarded back to your attention via email as a PDF attachment.

Please refer to Agreement Number 6288sc on all invoices and correspondence related to this agreement. If you have any questions regarding the administration of this project please contact Rosa G. Cuadra at (415) 597-9162 by e-mail at rcuadra@psg.ucsf.edu. If you have questions regarding the terms and conditions of this subcontract, please contact me at (415) 476-3109 or by e-mail at feliciano.carpio@ucsf.edu. If you have questions regarding invoices, please contact the Accounting Department/Subcontracts at (415) 476-2126.

Sincerely,

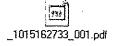
Sonny M. Carpio

Contracts and Grants Analyst Office of Sponsored Research University of California, San Francisco 3333 California Street, Ste. 315 San Francisco, CA 94143 Campus Box 0962 Tel (415) 476-3109, Fax (415) 476-8158

E-mail: feliciano.carpio@ucsf.edu | www.research.ucsf.edu/CG/index.asp

Dr. Mohsen Malekinejad CC: Rosa G. Cuadra

CONFIDENTIAL AND PROPRIETARY: This email communication may contain confidential and proprietary information intended only far the use of the intended recipients identified above. If you are not the intended recipient of this communication, you are hereby notified that any unauthorized review, use, dissemination, distribution, downloading, or copying of this communication is strictly prohibited. If you are not the intended recipient and have received this communication in error, please immediately notify us by reply email, delete the communication and destroy all copies.



INTRODUCTION FORM

By a member of the Board of Supervisors or the Mayor

Time Stamp or Meeting Date

	Traceong Date
I hereby submit the following item for introduction:	
1. For reference to Committee:	
An ordinance, resolution, motion, or charter amendment.	
X2. Request for next printed agenda without reference to Committee	tee
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 following:	orwarded to the
□ Small Business Commission □ Youth Commission	
☐ Ethics Commission ☐ Planning Commission	•
☐ Building Inspection Commission	
a building inspection commission	
Note: For the Imperative Agenda (a resolution not on the printed agenda), use a di	fferent form.]
Sponsor(s): Supervisor Carmen Chu	
SUBJECT: UCSF grant of \$6,280 to DPH for Crucial Transitions in you Users in Iran program	ng Opioid
The text is listed below or attached:	
Signature of Sponsoring Supervisor:	
	· ,
For Clerk's Use Only:	

10/4/52