Committee Item No.

Board Item No.

#### **COMMITTEE/BOARD OF SUPERVISORS**

AGENDA PACKET CONTENTS LIST

Board of Supervisors Meeting	Date February 7, 2012
Cmte Board	
Motion	
Resolution	
Ordinance	
Legislative Digest	
Budget Analyst Repo	
Legislative Analyst I	•
Youth Commission I	
Introduction Form (f	
	Cover Letter and/or Report
MOU	
Grant Information Fo	orm
Grant Budget	
Ethics Form 126	
Subcontract Budget	
Contract/Agreement	
Award Letter	
Application	
Public Corresponde	nce
OTHER (Use back side if add	ditional space is needed)
	m 4 m 1 0 0040
Completed by: Andrea Ausberry	Date February 2, 2012
Completed by:	Date

An asterisked item represents the cover sheet to a document that exceeds 25 pages.

The complete document is in the file.

#### RESOLUTION NO.

1	
2	

[Accept and Expend Grant - Longitudinal Research to Assess HIV Risk and Resilience Among Transgender Female - \$93,187]

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Resolution authorizing the Department of Public Health to retroactively accept and expend a grant in the amount of \$93,187 from the Public Health Foundation Enterprises, to participate in a program entitled "Longitudinal Research to Assess HIV Risk and Resilience Among Transgender Female" for the period of July 18, 2011, through May 31, 2012.

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WHEREAS, Public Health Foundation Enterprises (PHFE) is the recipient of a grant award from the National Institutes of Health (NIH) supporting the Longitudinal Research to Assess HIV Risk and Resilience Among Transgender Female; and,

WHEREAS, With a portion of these funds, PHFE has subcontracted with San Francisco Department of Public Health (DPH) in the amount of \$93,187 for the period of July 18, 2011 through May 31, 2012; and,

WHEREAS, As a condition of receiving the grant funds, PHFE 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.120096; which is hereby declared to be a part of this resolution as if set forth fully herein; and,

WHEREAS, The purpose of this project is to oversee all aspects of the research using web based tools in recruitment and retention of study participants, longitudinal research, and sampling hidden population.; and,

WHEREAS, An Annual Salary Ordinance amendment is not required as the grant partially reimburses DPH for three existing positions, one Supervising Physician Specialist (Job Class No. 2233) at .18 FTE, one Manager I (Job Class No. 0922) at .10 FTE, and one

FILE NO.

#### RESOLUTION NO.

Epidemiologist I (Job Class No. 2802) at .15 FTE for the period of July 18, 2011, through May 31, 2012; and,

WHEREAS, A request for retroactive approval is being sought because DPH did not receive notification of the contract until October 20, 2011 for a project start date of July 18, 2011; and,

WHEREAS, The budget includes a provision for indirect costs in the amount of \$14,012; now, therefore, be it

RESOLVED, That DPH is hereby authorized to accept and expend a grant retroactively in the amount of \$93,187 from PHFE; 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.

RECOMMENDED:

Barbara A. Garcia, MPA

Director of Health

APPROVED:

Office of the Mayor

Office of the Controller

File No. 120096

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

City Elective Officer Information (Please print clearly.)	
Name of City elective officer(s):	City elective office(s) held:
Members, San Francisco Board of Supervisors	Members, San Francisco Board of Supervisors
Contractor Information (Please print clearly.)	
Name of contractor: Public Health Foundation Enterprises, Inc.	
Please list the names of (1) members of the contractor's board of diffinancial officer and chief operating officer; (3) any person who has any subcontractor listed in the bid or contract; and (5) any political additional pages as necessary.  1. see attached 2. Mark J. Bertler, President/CEO, Susan Vacko, VP, Directo	s an ownership of 20 percent or more in the contractor; (4) committee sponsored or controlled by the contractor. Use
3. N/A 4. N/A 5. N/A	
Contractor address: 12801 Crossroads Parkway South, suite 200, City of Industry, CA 9	
Date that contract was approved:  June 15, 2010	Amount of contract: \$93,187
Describe the nature of the contract that was approved: HIV Prevention	
Comments: PHFE is a 501 (c) 3 Nonprofit with a Board of Directors	
☐ the board of a state agency (Health Authority, Housing Authority, Parking Authority, Redevelopment Agency Commission Development Authority) on which an appointee of the City ele	rancisco Board of Supervisors  rint Name of Board  ority Commission, Industrial Development Authority  on, Relocation Appeals Board, Treasure Island
Print Name of Board	
Filer Information (Please print clearly.)	
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	E-mail: Bos.Legislation@sfgov.org
Signature of City Elective Officer (if submitted by City elective offic	er) Date Signed
Signature of Board Secretary or Clerk (if submitted by Board Secreta	ry or Clerk) Date Signed

#### **Public Health Foundation Enterprise**

#### 1) Board of Directors

Patrick M. Libbey

Azhar K. Qureshi
Ellen R. DiGiampaolo
Mark J. Bertler
Michael S. Ascher
Eugene F. Carpino
Bruce Y. Lai
Senator Deborah Ortiz (retited)
Robert D. Westfall
Peter Jacobson
Dennis V. Ferrero
Karen Angel

#### **City and County of San Francisco**

#### **Department of Public Health**



Edwin M. Lee Mayor Barbara A. Garcia, MPA Director of Health

TO:	Angela Calvillo, Clerk of the Board of Supervisors	
FROM:	Barbara A. Garcia/MPA Director of Health	:
DATE:	November 7, 2011	
SUBJECT:	Grant Accept and Expend	
GRANT TITLE:	Longitudinal Research to Assess HIV Risk and Resilience Among Transgender Female - \$93,187	
Attached please fi	nd the original and 4 copies of each of the following:	
	ant resolution, original signed by Department	
	ation form, including disability checklist -	
⊠ Budget and I	Budget Justification	
in the project	ation: Not Applicable. No application submitted. Asked to participa t. Award Letter	ıt∈
☐ Other (Expla	in):	
Special Timeline R	equirements:	
Departmental rep	presentative to receive a copy of the adopted resolution:	٠
Name: Richelle-Ly	ynn Mojica Phone: 255-3555	
	dress: Dept. of Public Health, Office of Quality Management for ams, 1380 Howard St.	
Certified copy requ	uired Yes ☐ No ⊠	

File Number: 120096
(Provided by Clerk of Board of Supervisors)

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

, (Line	cuve iviaion 2000)	•	
Purpose: Accompanies proposed Board of Supervisors funds.	s resolutions authoriz	ring a Department to acce	ept and expend grant
The following describes the grant referred to in the acc	companying resolution	n:	
1. Grant Title: Longitudinal Research to Assess HIV F	Risk and Resilience A	Among Transgender Fem	ale
Department: Department of Public Health     AIDS Office     HIV Epidemiology Section			
3. Contact Person: Henry Fisher Raymond	Telephone: 554-9	093	
4. Grant Approval Status (check one):			
[X] Approved by funding agency	[] Not ye	t approved	
5. Amount of Grant Funding Approved or Applied for:	\$93,187		
6a. Matching Funds Required: \$0 b. Source(s) of matching funds (if applicable):			
7a. Grant Source Agency: National Institutes of Health b. Grant Pass-Through Agency (if applicable): Public 8. Proposed Grant Project Summary: The purpose of based tools in recruitment and retention of study partic	Health Foundation E this subcontract is to	oversee all aspects of th	
9. Grant Project Schedule, as allowed in approval doc	uments, or as propos	sed:	
Start-Date: July 18, 2011	End-Date: May 31	I, 2012	
10a. Amount budgeted for contractual services: No			en e
b. Will contractual services be put out to bid? N/A			
c. If so, will contract services help to further the goar requirements? N/A	als of the department	's MBE/WBE	
d. Is this likely to be a one-time or ongoing request	for contracting out? N	N/A	
11a. Does the budget include indirect costs?	[X]Yes	[] No	
b1. If yes, how much? \$14,012 b2. How was the amount calculated? 24.84% of total	al salaries		
c. If no, why are indirect costs not included?  [] Not allowed by granting agency  [] Other (please explain):	[] To maximize us	se of grant funds on direc	ot services
c2. If no indirect costs are included, what would ha	ve been the indirect o	costs?	

12. Any other significant grant requirements or comments:

We respectfully request for approval to accept and expend these funds retroactive to July 18, 2011. The Department received the contract on October 20, 2011.

Grant Code is: HCAO48/12

**Disability Access Checklist***	**D	isa	bility	Access	Che	cklist***
----------------------------------	-----	-----	--------	--------	-----	-----------

[X] Existing Site(s) [] Rehabilitated Site(s) [] New Site(s)	for activities at (check all that apply)  [] Existing Structure(s)  [] Rehabilitated Structure(s)  [] New Structure(s)	: [] Existing Program [X] New Program(s)		
that the project as propose local access laws and regu	A Coordinator and/or the Mayor's Off d will be in compliance with the Ame lations and will allow the full inclusions escribed in the comments section:	ericans with Disabilities	Act and all other Fed	deral, State and
Comments:				
Departmental or Mayor's C	Office of Disability Reviewer:	Jason Hashimoto		

Date Reviewed:

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# SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH AIDS Office - HIV Epidemiology Section

Longnitudinal Research to Assess HIV Risk and Resillence Among Transgender Female 07/18/11-05/31/12

Dept / Div: Fund Group: Index Code: Grant Code: Grant Detail:

HPH-03 2S/CHS/GNC HCHPDHIVSVGR HCA048 1200

, iii ii ii	>	<u> </u>
C. TRAVEL 1. Local Travel (02301) 2. Out-of-Jurisdiction Travel(02101) D. EQUIPMENT 1. Non Inventorial Equipment Sub Total EQUIPMENT 1. Office Supplies (04951) 2. Food (04699) 3. Laboratory Supplies (04431) 4. Educational Supplies Sub Total SUPPLIES 1. Office Supplies (04789) 1. UCSF 2. PHFE Sub Total CONTRACTS	PERSONNEL HIV SEROEPIDEMIOLOGY  1. Supervising Physician Specialist 2233 7 W. McFarland  2. Manager 1 0922 5 H. Fisher  3. Epidemologist 2802 4 YH. Chen  3. Epidemologist 2802 4 YH. Chen  4. COLA 4%  5. STEP Increases 5%	CATEGORY/LINE ITEM
446,108	196,924 108,888 68,432 71,864	Annual Salary
149,446	65,970 36,477 22,925 24,074	33.50% Annual Frin Ben
595,554	262,894 145,365 91,357 95,938	Total Annual Sal/Frin Ben
	18% 10% 15%	% OF TIME
0.58	0.18 0:10 0.15 0.15	% OF FTE
0.65	16,410 9,074 5,703 5,989	Monthly Rate
	12.00 12.00 5.00 7.00	Mth
56,408	34,954 10,889 4,277 6,288 0	Salary Budget
18,897	11,710 3,648 1,433 2,107	Frin Ben Budget
75,305 56,408 18,897 75,305 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		Total Budget

## SAN CISCO DEPARTMENT OF PUBLIC HEALTH AIDS Office - HIV Epidemiology Section

Longnitudinal Research to Assess HIV Risk and Resilience Among Transgender Female 07/18/11-05/31/12

Dept / Div:
Fund Group:
Index Code:
Grant Code:
Grant Detail: CATEGORY/LINE ITEM HPH-03 2S/CHS/GNC HCHPDHIVSVGR HCAO48 1200 Annual Salary 33.50% Annual Frin Ben Total Annual Sal/Frin Ben TIME FTE Monthly Rate S S S Salary Budget Frin Ben Budget

Total Budget

8. Frozen Storage Facility (03031)
9. Staff Training (02201)
10. BSS Stipends(02783)
11. HRH Stipends(02783)
12. IRB Review (02789) 13. Other Prof. Svcs (02799) c. Repro Srvc (In House) (081PR)f. Print/Slide Srvc (Outside) (03552)7. Promotion/Advertisement (03599) Rent support/mtg fac (03011)
 Telephone/Com (03241)
 Postage (03561) Delivery/Courier srvc (03521) Reproduction/Photocopy b. Photocopier Maint (02931) a. Photocopier Leasing (03131) Sub TOTAL OTHER

BUDGET SUMMARY

FIE 0.58 18,897 56,408

A. SALARIES

TOTAL DIRECT COST

E. MATERIALS AND SUPPLIES D. EQUIPMENT C. TRAVEL B. MANDATORY FRINGE

G, OTHER F. CONTRACT / MOU INDIRECT COST (24.84% of total salaries) DIRECT COSTS

SURPL/(DEFICIT)

Page 2 of 2

AWARD

TOTAL BUDGET

93,187

93,187 14,012 79,175

3,870

3,870 3,870

### San Francisco Department of Public Health (SFDPH) AIDS Office HIV Epidemiology Section

Longnitudinal Research to Assess HIV Risk and Resilience Among Transgender Female

#### BUDGET JUSTIFICATION

July 18, 2011 to May 31, 2012

PERSONNEL

В.	MANDATORY FRINGE		
. 1.	0.18 2233 – Supervising Physician Specialist: Willi McFarland Annual Salary \$196,924 x 0.18 FTE for 12 months = \$34,954	đ	
	Mandatory Fringe Benefits (@ 33.50%) = \$11,710		\$46,664
based	IcFarland will oversee all aspects of the research, including his explain tools in recruitment and retention of study participants, longitudin ling hidden population.		
2.	.10 0922 – Manager I: H. Raymond Fisher		
	Annual Salary \$108,888 x 0.10 FTE for 12 months = \$10 Mandatory Fringe Benefits (@ $33.50\%$ ) = \$3,648	,889	\$14,536
	isher will lend his experience in implementing the study with marg lation.	inalized	and hidden
3.	.15 2802 – Epidemiologist: YH Chen Annual Salary \$70,450 x 0.15 FTE for 12 months = \$10,5 Mandatory Fringe Benefits (@ 33.50%) = \$3,540	565	\$14,105
Mr. C	Chen will assist with the data analysis.		
	Total Salaries Total Fringe	•	\$56,408
TOT	AL PERSONNEL:		\$18,897 <b>\$75,305</b>
<b>C.</b>	TRAVEL		<b>\$0</b>
D.	EQUIPMENT		\$0
<b>E.</b>	SUPPLIES		<b>\$0</b>
F.	CONTRACTUAL		\$0

<b>G.</b>	OTHER		\$3,870
Cost	to pay for IRB services		
	TOTAL DIRECT COSTS		\$79,175
н.	INDIRECT COSTS (24.84% o	f total salaries)	\$14,012
	TOTAL BUDGET:		\$93.18



www.phile.air

#### SUBCONTRACT BETWEEN

PUBLIC HEALTH FOUNDATION ENTERPRISES, INC. AND THE CITY AND COUNTY OF SAN FRANCISCO FOR THE ASSISTANCE ON A

PROJECT TO SUPPORT THE SAN FRANCISCO CITY AND COUNTY DEPARTMENT OF PUBLIC HEALTH AIDS OFFICE IN THE LONGITUDINAL RESEARCH TO ASSESS HIV RISK AND RESILIENCE AMONG TRANSGENDER (GRANT 1 R01 MH095598-01)

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18.	PROPRIETARY RIGHTS
19.	EMERGENCY CONDITIONS, WORK ACTIONS, ACCIDENT
20	DADI OVACDIT ELICIPILITY VEDICICATIONS

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- 22. BUSINESS RECORDS RETENTION AND INSPECTION
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- 25. AUTHORIZATION WARRANTY

ATTACHMENT I: NOTICE OF AWARD

ATTACHMENT II: PERSONNEL AND SCOPE OF WORK

ATTACHMENT III: BUDGET

#### SUBCONTRACT AGREEMENT

#### SECTION 1. PARTIES TO THE AGREEMENT

1.1 THIS AGREEMENT IS ENTERED INTO THIS \_\_\_\_ DAY OF OCTOBER, 2011, BY AND BETWEEN PUBLIC HEALTH FOUNDATION ENTERPRISES, INC., (PHFE), A PRIVATE NON-PROFIT CORPORATION LICENSED TO DO BUSINESS IN THE STATE OF CALIFORNIA, AND THE CITY AND COUNTY OF SAN FRANCISCO (CCSF) TO CONDUCT LONGITUDINAL RESEARCH TO ASSESS HIV RISK AND RESILIENCE AMONG TRANSGENDER YOUTH.

THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT.

#### SECTION 2. RECITALS

WHEREAS, the services of PHFE have been retained by the National Institute of Mental Health (NIMH) of Bethesda, Maryland to participate in a program to recruit and retain a cohort of transgender female youth in a study of HIV risk and resilience and to provide technical leadership of the San Francisco City and County of San Francisco Health Department because PHFE has 43 years of cost-effective experience in the organization, management, and administration of public health services throughout California; and a long-standing role as business coordinator of the said studies; and

WHEREAS, PHFE has been granted, through the authorities conveyed by Agreement with the National Institute of Mental Health the option to subcontract services and acquisitions for the benefit of the Study; and

WHEREAS, CCSF has substantial experience as a researcher in support of the San Francisco City And County Department Of Health Services in the conduct of the ongoing HIV risk studies, and

WHEREAS, the work of CCSF will further knowledge and advance medical and prevention science associated with the control of HIV; and

WHEREAS, CCSF has the experience and reputation as a qualified experts in research and a full knowledge of the authorities and requirements of the National Institute of Mental Health; and

WHEREAS, it has been determined by PHFE and the National Institute of Mental Health that the application of the expertise and experience of CCSF is in the best interests of the objectives of the HIV risk and resilience among transgender female youth study operated by the San Francisco City and County Department of Health Services AIDS Office.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of PHFE, and the City and County of San Francisco in consideration of the mutual covenants contained herein, and for other good and valuable consideration, agree as follows:

#### SECTION 3. INCORPORATION BY REFERENCE

This Agreement and the NGA constitute the entirety of the Agreement. Any disagreement between this Agreement and the NGA shall be resolved in favor of the language of the NGA. This Agreement establishes the service to be provided by PHFE and CCSF and stipulates that all terms and conditions of the NGA shall govern actions of both parties hereto during the course of this Agreement.

#### SECTION 4. PROJECT-RESPONSIBILITIES

- 4.1 CONTRACT MANAGEMENT RESPONSIBILITY CCSF
  - 4.1.1 CCSF will appoint a Contract Manager and a Project Director for this Agreement
  - 4.1.2 The CCSF Contract Manager will be:

Marcellina Ogbu
Director of Community Programs
San Francisco Department of Public Health
1380 Howard Street - 5th Floor
San Francisco, CA 94103

and the Project Director will be

Erin Wilson, DrPH Principal Investigator AIDS Office 25 Van Ness, Suite 500 San Francisco, CA 94102

- 4.1.3 CCSF's Contract Manager, or the Leader's designee, will oversee this Agreement for the University, and will coordinate all matters related to deliverables, billing, and payment for services rendered hereunder.
- 4.1.4 CCSF's Project Director will be responsible for assuring the quality of services provided under this Agreement, and for maintenance of standards of confidentiality, security, and accuracy that will assure a high level of performance to the specification to this agreement and its attachments, and fulfillment of the objectives of this Agreement.
- 4.1.5 CCSF's Project Director will be responsible for maintaining a regular communication with the Project Director identified in Attachment I to assure all current information and documentation pertinent to the performance of this Agreement and achievement of its objectives are known and on file, that schedules established in the NGA are met, and that standards of professional performance are observed.
- 4.1.6 Provide support and expertise in the development of manuscripts documenting and reporting on the HIV vaccine clinical trials unit.

- 5.1 Services to be provided by PHFE
  - 5.1.1 PHFE will appoint a Contract Manager for this Agreement
  - 5.1.2 The Contract Manager for PHFE will be:

Victor Arechiga Contract Manager Public Health Foundation Enterprises, Inc. 12801 Crossroads Parkway South – Suite 200 City of Industry, CA 91746-3505

- 5.1.3 PHFE's Contract Manager, or the Manager's designee, will oversee this Agreement for PHFE, and will coordinate all matters related to deliverables, billing, and payment for goods and services acquired and rendered hereunder and will administer the program's budget and accounts to assure full compliance with NGA specifications and applicable regulations, rules, and laws as they apply to the operation of this Agreement.
- 5.1.4 Establish a Chart of Accounts to assure ability to accumulate operating and expenditure information on a daily basis within all categories of expense.
- 5.2.4 Establish procedure and implement operations governing the preparation, completion, and transmission of all deliverables associated with the NGA and this Service Agreement, and the proper maintenance of records therefore.

#### SECTION 6. TERM

This Agreement shall commence upon the date of July 18, 2011 and end on May 31, 2012. The Agreement may be renewed, based upon an evaluation by PHFE and CCSF as warranted by the need to assure appropriate completion of the Study.

#### SECTION 7. CONTRACT SUM

- 7.1 The Contract Sum for this Agreement shall be for the total sum of \$93,187 which sum is authorized for the payment of items and services specified in Attachment II and Attachment III to this Agreement, "Personnel and Scope of Work" and "Budget" respectively.
- 7.2 PHFE is not obligated to assure that the entire contract sum will be expended over the term of the Agreement. Disbursements will be contingent upon CCSF billings and accounting practice. No PHFE obligation will be incurred separate from invoiced charges, governed by the terms and conditions of the NGA, invoiced from CCSF.

#### SECTION 8. INVOICES AND PAYMENTS

- 8.1 CCSF shall direct all inquiries relative to equipment purchases, salary payments, financial documentation, budget adjustments, and other requirements through the PHFE Contract Manager. CCSF shall refer to PHFE Program #2414.001.001 on all invoice related correspondence and inquiries.
- 8.2 CCSF will adhere to budget limitations and authorities as outlined in the NGA in submitting invoices and requesting payments. No adjustment will be made in these allowances except through duly authorized amendments to this Agreement, (Section 9), and the NGA.

8.3. CCSF will warrant that all purchases and other expenditures will comply with the certifications specified in the NGA pertaining to equal opportunity, avoidance of conflict of interest, and other fairness and disclosure regulations contained therein.

#### SECTION 9. CHANGES AND AMENDMENTS

9.1 Changes and amendments to this Agreement shall be accomplished in the following manner:

For all changes, inclusive of those affecting cost, a notice of change in form of a memo or letter shall be provided by CCSF, identifying the budget elements involved in the change, and including a justification for the change. If changes are recommended which are inconsistent with guidelines or regulatory controls specified in the NGA, then the effect of the limitations must be made clear and appropriate documentation provided so that PHFE may work with regulatory or granting agencies to assure the validity of the change before permitting a formal action of change. PHFE will undertake to facilitate rather than limit changes requested by CCSF, requiring primarily that there be full documentation of the authority for modification of this Agreement. This Agreement can only be modified by a written agreement signed by both parties.

#### SECTION 10. NOTICES

10.1 Except as may otherwise be provided herein, when either party to this Agreement has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of any responsibility under this Agreement, that party shall, within five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party. In either case, notice will be forwarded to CCSF's Contract Manager and PHFE's Contract Manager

#### SECTION 11. ASSIGNMENT

Neither PHFE nor CCSF shall delegate their respective duties and/or assign their respective rights hereunder, nor transfer such rights and responsibilities through merger or acquisition to any other party, either wholly or in part, without the prior written consent of the other party. Any delegation or assignment attempted by any other means shall be void.

#### SECTION 12. INDEPENDENT CONTRACTOR STATUS

12.1 This Agreement is by and between PHFE and CCSF and is not intended and shall not be construed as creating a relationship of agent, servant, employee, partnership, joint venture, or partnership between the parties hereto.

#### SECTION 13. INDEMNIFICATION

13.1 CCSF and PHFE do agree hereby to indemnify, defend and save harmless each, their agents, officers and employees from and against any and all liability, expense including defense costs and reasonable legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, copyright infringement, or property damage arising from or connected with services performed pursuant to this Agreement, but only in proportion to and to the extent that such liability, expense, legal fees, or claims for damages are caused by or result from negligent or intentional acts or omission.

13.2 CCSF and PHFE shall each maintain a program of insurance or self insurance which will assure compliance with the requirements of SECTION 13.1, including but not limited to Worker's Compensation, and comprehensive general liability insurance.

#### SECTION 14. COMPLIANCE WITH LAWS

14.1 CCSF agrees to comply with all applicable Federal, State, and Local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

#### SECTION 15. RECORD RETENTION AND INSPECTION

15.1 CCSF agrees that all records pertinent to this Agreement shall be made accessible with reasonable notice and during reasonable business hours to PHFE or its agents for purposes of audit, excerpt, copying, or transcribing. Such materials, including pertinent cost accounting, finance, and proprietary data, must be kept and maintained by CCSF during the period of this Agreement and for a period of four (4) years after completion of this Agreement unless PHFE's written permission is given to dispose of material prior to this time.

#### SECTION 16. NONDISCRIMINATION

- 16.1 CCSF certifies that all persons employed by it under terms of this Agreement will be treated equally without regard to race, religion, ancestry, national origin, sex age, condition of physical handicap, marital status or political affiliation, and in compliance with all applicable Federal and State anti-discrimination laws and regulations and shall otherwise conduct the business of this Agreement in accord with the certifications incorporated in the NGA.
- 16.2 CCSF shall deal with bidders and vendors providing goods and services pursuant to this Agreement without regard to race, religion, ancestry, national origin, sex, age, condition of physical handicap, marital status, or political affiliation and shall otherwise conduct the business of this Agreement in accord with the certifications incorporated in the NGA.

#### SECTION 17. COVENANT AGAINST CONTINGENT FEES

17.1 CCSF and PHFE warrant that no person or selling agency has been employed or retained to secure this Agreement or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

#### SECTION 18. PROPRIETARY RIGHTS

18.1 No participation in proprietary rights relevant to this program is intended by PHPE.

#### SECTION 19. EMERGENCY CONDITIONS, WORK ACTIONS, ACCIDENTS

- 19.1 CCSF must be willing to provide services contracted for during any work action or strike.
- 19.2 CCSF must report any accident arising out of the performance of this Agreement involving employees or the public to PHFE immediately.

#### SECTION 20. CONFLICT OF INTEREST/CONTRACTS PROHIBITED

20.1 The signatories warrant that no employee of either may influence the award of this Agreement, or have any other direct or indirect financial interest in this Agreement.

#### SECTION 21. WAIVER

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of said provision or any other provision of this Agreement.

#### SECTION 22. TERMINATION FOR NON-APPROPRIATION

22.1 Either party may terminate this Agreement with thirty (30) days notice to the other party. In the event of an early termination PHFE shall reimburse CCSF for any noncancelable obligations properly incurred. PHFE's obligation under this Agreement is payable only and solely from funds appropriated for the purposes of this Agreement and conveyed under terms and conditions of the NGA. In the event that these signatories to the NGA fail to appropriate or convey funding for this Agreement for any period of the Agreement's term, PHFE may exercise the right to terminate this Agreement upon the expenditure of currently appropriated funds. PHFE shall notify CCSF within a minimum of thirty (30) days prior to such action.

#### SECTION 23. AUTHORIZATION WARRANTY

- 23.1 CCSF represents and warrants that the parties executing this Agreement are authorized agents who have the actual authority to bind CCSF on each and every one of the terms, conditions, and obligations set forth herein.
- 23.2 CCSF represents and warrants that the prices quoted and agreed herewith have been arrived at independently without consultation, communication, or agreement with any other party for purposes of restricting competition.

#### ATTACHMENT I

#### NOTICE OF AWARD ON NEXT PAGES

#### ATTACHMENT II

#### PERSONNEL AND SCOPE OF WORK

Willi McFarland, MD, PhD, MPH: Dr. McFarland will oversee all aspects of the research, including lending his expertise using web-based tools in recruitment and retention of study participants, longitudinal research, and sampling hidden populations. In addition, Dr. McFarland will work directly with Dr. Wilson through the development, implementation, and analysis of a longitudinal study of transgender female youth being proposed for this R01 award, with a focus on using socially interactive technologies and retaining youth participants using the infrastructure and expertise available at SFDPH. Finally, Dr. McFarland has demonstrated time and again the ability to design, implement and complete large studies of this nature with funding from the National Institutes of Health. This unique expertise will be drawn upon throughout the study implementation, if funded.

H. Fisher Raymond, MPH: Mr. Raymond will lend his experience in implementing RDS with marginalized and hidden populations to ensure the smooth conduct of this study and to lend his troubleshooting skills should problems with the implementation of the study arise. He will also participate in the twice-yearly Scientific Advisory Committee meetings in Years 1-5.

Yea-Hung Chen: Mr. Chen will assist with the data analysis. Mr. Chen will follow the NIH and HIV Epidemiology Section procedures; will follow strict performance timelines; contractor's performance will be monitored and evaluated by the senior epidemiologist; payment to contractor will be based on fee for service. Mr. Yea-Hung Chen is a staff statistician in the HIV Epidemiology Section, San Francisco Department of Public Health Mr. Chen has been the senior statistician on a number of large surveillance studies conducted at SFDPH. As an expert in respondent driven sampling analyses sing RDSAT, Mr. Chen will be responsible for assisting in the statistical analysis of the longitudinal data collected using respondent driven sampling for this study. Mr. Chen will work closely with Dr. Wilson to guide her through the analysis and identify pitfalls as well as solve problems that arise throughout the analysis. Mr. Chen will also work with Dr. Wilson's mentors to guide her in how to write up the analyses conducted for this study.

#### ATTACHMENT III

#### BUDGET ON NEXT PAGE

#### Attachment BI Budget 7/18/11 - 5/31/12

CATE	Goryline Item	Annuai Saiary	33.50% Annual Frin Ben	Total Annual SaliFrin Ben	% OF TIME	% OF FTE	Monthly Rate	Mili	Salary Budget	Frin Ben Budget	Total Budget
A. PERS	ONNES. SFDFH					٠.	· .				
1.	Supervising Physician Specialisi										
2.	2233 7 W. McFarland Manager (	196,924	65,970	262,894	17.75%	0:18	16,410	12	34,954	11,710	46,664
3.	0922 2 vacant (H. Raymond)	108,888	36,477	145,365	10%	0.10	9,074	12	10,869	3,648	14,537
	2802 4 Chen YH 2802 5 Chen YH	68,432 71,864	22,925 24,874	91,357 95,938	15% 15%	0.15 0.15	5,703 5,989	5 7	4,277 6,288	1,433 . 2,107	5,710 8,395
4.	COLA 4%	C	. 0	0	0%	0.80	D	.0	0	o	5
5.	STEP increases 5%	ΰ	0	0	0%	00.0	D	0	0	o	. 0

	C. HOUGHS 5 /s	بـــــــــــــــــــــــــــــــــــــ		!	0%		00 [		1 0	i	01	Ü	0
	TOTAL SALARY/FRINGE	446,188	149,446	595,554	•		0.58				56,408	18,697	75,305
	00101 SALARIES 00103 FRNG BN SUB TOTAL					•		-					56,408 18,897 75,305
	IRB Review		,										3,870
	DIRECT COSTS				٠.			*					79,175
	INDIRECT COST (24,84% of salaries)												14,012
٠	TOTAL BUDGET		•		. ,			-					23,187

#### Article 1:

This is a service agreement and subcontract to the Notice of Grant Award. Attachment I, to this agreement (hereinafter referred to as NGA) between PHFE, and the National Institute of Mental Health, which will govern work as set forth in the following Sections and Attachments. The total dollar amount of all work pursuant shall not exceed the Contract Sum stated in Section 7 herein.

#### Article 2.

IT IS HEREBY CERTIFIED that, at a regular meeting of the Board Directors of PHFE and in deliberation and review within the National Institute of Mental Health, that the foregoing was resolved and adopted.

IN WITNESS WHEREOF, the parties hereto have set their signatures this \_\_\_\_\_\_ day of October, 2011.

For the City and County of For PHFE

San Francisco

Signature

Marcellina Ogbu, Director of Community Programs
(Print) Name/Title

Mark J. Bertler, CAE, Chief Executive Officer
(Print) Name/Title

Date

Issue Date: 08/31/2011



RESEARCH
Department of Health and Human Services
National Institutes of Health
NATIONAL INSTITUTE OF MENTAL HEALTH



Grant Number: 1R01MH095598-01 REVISED

Principal Investigator(s): William McFarland, MD Erin C Wilson (contact), DRPH

Project Title: Longitudinal Research to Assess HIV Risk and Resilience Among Transgender Female

Arechiga, Victor Contract Manager 12801 Crossroads Parkway South Suite 200 City of Industry, CA 917463505

Award e-mailed to: svacko@phfe.org

Budget Period: 07/18/2011 - 05/31/2012 Project Period: 07/18/2011 - 05/31/2016

Dear Business Official:

The National Institutes of Health hereby revises this award (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to PUBLIC HEALTH FOUNDATION ENTERPRISES 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, 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 Grant Number R01MH095598 from the National Institute Of Mental Health. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Institute Of Mental Health or the National Institutes of Health." Prior to issuing a press release concerning the outcome of this research, please notify the NIH awarding IC in advance to allow for coordination.

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 <a href="http://publicaccess.nih.gov/">http://publicaccess.nih.gov/</a>.

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 biased 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 <a href="http://grants.nih.gov/grants/policy/coi/index.htm">http://grants.nih.gov/grants/policy/coi/index.htm</a> provides additional information.

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

Sincerely yours,

Rebecca D. Claycamp Grants Management Officer NATIONAL INSTITUTE OF MENTAL HEALTH

Additional information follows

#### SECTION I - AWARD DATA - 1R01MH095598-01 REVISED

Award Calculation (U.S. Dollars)								
Salaries and Wages		<b>\</b>		•				\$116,002
Fringe Benefits								\$29.751
Personnel Costs (Subtotal)								\$145.753
Supplies				•		•	1.7	\$31,237
Travel Costs			•			٠		\$1.188
Other Costs								\$3,135
Consortium/Contractual Cost								\$142,890
	.*			• •			· ·	
Federal Direct Costs								\$324,203
Federal F&A Costs			•		•	-		\$21.680
Approved Budget					• •			\$345.883
Federal Share				•				\$345.883
TOTAL FEDERAL AWARD AMOUNT		•	•.					\$345,883
AMOUNT OF THIS ACTION (FEDERA	LSHAR	E)	٠.					\$0

	SUMMARY TOTALS FOR	ALLYEARS			
YR	THIS AWARD	CUMULATIVE TOTALS			
1	\$345,883	\$345.883			
2	\$362,063	\$362,063			
3	\$369,428	\$369,428			
4	\$368,561	\$368,561			
5	\$360,810	\$360.810			

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

#### Fiscal Information:

CFDA Number: 93.242
EIN: 1952557063A1
Document Number: RMH095598A

Fiscal Year: RMH095598A 2011

IC IC	LAN	Z071	2012	2073	2074	2015
MH	8472592	\$345,883	\$362,063	\$369,428	\$368,561	\$360,810

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

#### NIH Administrative Data:

PCC: 9A-ASPA / OC: 414A / Processed: CLAYCAMPR 08/30/2011

#### SECTION II - PAYMENT/HOTLINE INFORMATION - 1R01MH095598-01 REVISED

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

#### SECTION III - TERMS AND CONDITIONS - 1R01MH095598-01 REVISED

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

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. 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:
- d. 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.nih.gov/grants/policy/awardconditions.htm' for certain references cited above.)

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).

This award is subject to the requirements of 2 CFR Part 25 for institutions to receive a Dun & Bradstreet Universal Numbering System (DUNS) number and maintain an active registration in the Central Contractor Registration. Should a consortium/subaward be issued under this award, a DUNS requirement must be included. See

<u>inttp://grants.nih.gov/grants/policy/awardconditions.htm</u> for the full NIH award term implementing this requirement and other additional information.

This award may be subject to the Transparency Act subaward and executive compensation reporting requirements of 2 CFR Part 170. See

http://grants.nih.gov/grants/policy/awardconditions.htm for the full NIH award term implementing this requirement and additional award applicability information.

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: <a href="http://publicaccess.nih.gov/">http://publicaccess.nih.gov/</a>.

#### Treatment of Program income:

Additional Costs

#### SECTION IV - MH Special Terms and Conditions - 1R01MH095598-01 REVISED

#### **REVISION #1:**

This award is being revised to correct Drs. Colette Auerswald, Fisher Raymond, and Mr. Michael Arnold's roles from Principal Investigator to Co-Investigators per the grantee letter dated 08/24/2011.

#### ALL OTHER TERMS AND CONDITIONS REMAIN IN EFFECT.

#### BUDGET/PROJECT PERIOD ADJUSTMENT:

This grant has been selected under the NIMH plan to redistribute grant workloads more evenly throughout the year. Consequently, the initial budget period reflects a 05/31/2012 end date. Subsequent budget periods will begin on 06/01, and will be for a12-month duration. Although this grant will have a slightly shorter budget period this year, it is awarded the full 12-month level of funds for the budget period. Additional time may be requested at the end of the project period if needed.

#### AWARDED AMOUNT:

This award is based on the IRG recommendations as noted on the Summary Statement and follows NIH FY2011 fiscal policy (NOT-OD-11-068) and NIMH Operating Guidelines which can be found at (http://www.nimh.nih.gov/research-funding/index.shtml). In addition, in order to meet Institute program objectives within Fiscal Year 2011 budget constraints, this grant has been administratively reduced below the level recommended by peer review.

#### CONSORTIUM/CONTRACTUAL COSTS:

This award includes funds for consortium activity with Full Court Press, San Francisco Department of Public Health, and the University of California, San Francisco. Each consortium is to be established and administered in accordance with the NIH Grants Policy Statement dated October 2010. No foreign performance site may be added to this project without the written prior approval of the National Institute of Mental Health. Although a specific amount has been awarded for each consortium, the grantee retains standard rebudgeting authorities.

This award includes funds for subcontract/consortium activity with Full Court Press and is budgeted as follows:

Page-4

Year 1 (total costs): \$23,750 Year 2 (total costs): \$9,500 Year 3 (total costs): \$9,500

This award includes funds for subcontract/consortium activity with San Francisco Department of Public Health and is budgeted as follows:

Year 1 (total costs): \$93,187 Year 2 (total costs): \$85,677 Year 3 (total costs): \$87,375 Year 4 (total costs): \$89,108 Year 5 (total costs): \$90,007

This award includes funds for subcontract/consortium activity with the University of California, San Francisco and is budgeted as follows:

Year 1 (total costs): \$25.953 Year 2 (total costs): \$13,238 Year 3 (total costs): \$13,502 Year 4 (total costs): \$13,771 Year 5 (total costs): \$28,088

#### PARTICIPANT RECRUITMENT - MILESTONES:

Future NIMH support for this study is contingent upon adequate participant recruitment based on projected milestones as approved in the Recruitment Milestone Reporting system (RMR) on 06/09/2011. It is expected that 50 of the 350 total projected participants will be recruited by 04/01/2012. This tri-yearly recruitment report should be submitted electronically to NIMH after each milestone period of April 1, August 1 and December 1 at http://www.nimh.nih.gov/rmr. In the event that actual recruitment falls significantly below projected milestones, NIMH may consider withholding future support and/or negotiating an orderly phase-out of this study. Information regarding the NIMH Policy for the Recruitment of Participants in Clinical Research is available at: http://grants.nih.gov/grants/guide/notice-files/NOT-MH-05-013.html

#### NON-COMPETING RENEWAL:

As of August 1, 2010 grantees must use eSNAP for electronic submission of progress reports for all grants awarded under the SNAP authorities. Information on eSNAP can be found at http://grants.nih.gov/grants/guide/notice-files/NOT-OD-10-093.html.

#### PRIOR APPROVAL REQUESTS:

Any prior approval request should be directed to the current Grants Management Specialist named in the eRA Commons and may be sent by email (preferred) or, if necessary, by mail to the following address: Grants Management Branch, NIMH, 6001 Executive Blvd, Room 6115, MSC 9605, Bethesda, MD 20892-9605 (Express Mail: Rockville, MD 20852).

Please refer to the NIH Grants Policy Statement for the activities and/or expenditures that require NIH prior approval http://grants.nih.gov/grants/policy/nihgps\_2010/index.html.

#### 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: Aleisha James

Email: jamesaleisha@mail:nih.gov Phone; 301-451-9948 Fax; 301-480-1956

Program Official: Susannah M Allison

Email: allisonsu@mail.nih.gov Phone: 301-443-3952 Fax: 301-443-9719

#### SPREADSHEET SUMMARY

GRANT NUMBER: 1R01MH095598-01 REVISED

INSTITUTION: PUBLIC HEALTH FOUNDATION ENTERPRISES

Budget	Year 1	Year 2	Year 3	Year 4	Year 5
Salaries and	\$116,002	\$161,927	\$165,165	\$168,467	\$171.837
Wages					
Fringe Benefits	\$29,751	\$43,275	\$44,141	\$45,025	\$45,925
Personnel	\$145,753	\$205,202	\$209,306	\$213,492	\$217,762
Costs (Subtotal)					
Supplies	\$31,237	\$1.140	\$1,140	\$1,140	\$950
Travel Costs	\$1.188	\$1.212	\$1,236	\$1,261	\$4.038
Other Costs	\$3,135	\$26,125	\$27,075	\$28,975	\$950
Consortium/Co	\$142,890	\$108,415	\$110,377	\$102,879	\$118,095
ntractual Cost			·		
TOTAL	\$324,203	\$342,094	\$349,134	\$347,747	\$341,795
FEDERAL DC				<u> </u>	
TOTAL	\$21,680	\$19,969	\$20,294	\$20,814	\$19,015
FEDERAL F&A		ŀ			
TOTAL COST	\$345,883	\$362,063	\$369,428	\$368,561	\$360,810

Facilities and Administrative		Year 2	Year 3	Year 4	Year 5
Costs					
F&A Cost Rate 1	8.5%	8.5%	8.5%	8.5%	8.5%
F&A Cost Base 1	\$255,063	\$234,929	\$238,757	\$244,868	\$223,700
F&A Costs 1	\$21,680	\$19,969	\$20,294	\$20,814	\$19,015

#### **Introduction Form**

By a Member of the Board of Supervisors or the Mayor

I hereby submit the following item for introduction (select only one):	or meeting date
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 hearing on a subject matter at Committee:	· · · · · · · · · · · · · · · · · · ·
4. Request for letter beginning "Supervisor	inquires"
☐ 5. City Attorney request.	
6. Call File No. from Committee.	
7. Budget Analyst request (attach written motion).	
8. Substitute Legislation File No.	
9. Request for Closed Session (attach written motion).	
10. Board to Sit as A Committee of the Whole.	
11. Question(s) submitted for Mayoral Appearance before the BOS on	
Please check the appropriate boxes. The proposed legislation should be forwarded to the following Small Business Commission	
☐ Planning Commission ☐ Building Inspection Commission	ion
lote: For the Imperative Agenda (a resolution not on the printed agenda), use a different f	orm.
ponsor(s):	
Supervisor Scott Wiener	
Subject:	
Longitudinal Research to Assess HIV Risk and Resilience Among Transgender Feamle - \$93,18	7
The text is listed below or attached:	
Resolution authorizing the San Francisco Department of Public Health to accept and expend retrible amount of \$93,187 from the Public Health Foundation Enterprises, to participate in a program 'Longitudinal Research to Assess HIV Risk and Resilience Among Transgender Female" for the 2011, through May 31, 2012.	m entitled
Signature of Sponsoring Supervisor:	
For Clerk's Use Only:	

120096