

**CALIFORNIA HIV/AIDS RESEARCH PROGRAM**

1. This Agreement is entered into between The Regents of the University of California, Office of The President (hereinafter called "The Regents" or "UCOP") and San Francisco Department of Public Health (hereinafter called "Recipient").

2. The term of this Agreement is April 1, 2016 through March 31, 2020.

3. The total amount provided through this Agreement is \$298,579, consisting of:  
 > \$71,456 for Year 1, and  
 > \$73,540 for Year 2, and  
 > \$75,686 for Year 3, and  
 > \$77,897 for Year 4.

Payments subject to Article IV of the CHRP General Terms and Conditions

4. The Principal Investigator is: Albert Liu

5. Recipient agrees to comply with the terms and conditions itemized in this Agreement. In addition, the items shown with an asterisk (\*) below are hereby incorporated by reference and made part of this Agreement as if attached hereto.

\*Statement of Work -- Recipient shall conduct California HIV/AIDS research in accordance with its proposal entitled "PrEP-T: Advancing PrEP Delivery in the Transgender Community," which is incorporated herein by reference.  
 Approved Budget (also attached at Exhibit A.)

Forms, deliverables schedules, and RGPO Grant Administration Manual can be found at <https://proposalcentral.altum.com/>.

6. The Regents Contact Information: For all Program and Other Matters please contact Research Grants Program Office (RGPO) Contracts & Grants Unit at [rgpogrants@ucop.edu](mailto:rgpogrants@ucop.edu) or call 510-987-9386.

7. Recipient Contact Information

Program Matters: Name Dr. Albert Liu  
 Phone 415-437-7408 Email albert.liu@sfdph.org

Fiscal Matters: Name David Anabu  
 Phone 415-255-3472 Email david.anabu@sfdph.org


Contractual Matters: Name Sajid Shaikh  
 Phone 415-255-3512 Email sajid.shaikh@sfdph.org

Address to which checks should be mailed: Name 1380 Howard Street  
 Address Attn: Accounting Section, 5th Fl  
SF, CA 94102  
 Phone 415-255-3472 Email david.anabu@sfdph.org


PLEASE INSERT RECIPIENT'S FEDERAL IDENTIFICATION NO. 94-6000417

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto:

For San Francisco Department of Public Health (Recipient Authorized Signature) :

Signature:  Date: 04/06/16  
 Name: Tomás J. Aragón, MD, DrPH  
 Title: Director, Population Health Division (PHD)

For The Regents of the University of California, Office of the President:

Signature:  Date: 4/8/16  
 Name: Julia Arno  
 Title: Director, Contracts & Grants  
Research Grants Program Office  
UC Office of the President

**CHRP TERMS AND CONDITIONS**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
CALIFORNIA HIV/AIDS RESEARCH PROGRAM1. TECHNICAL DIRECTION

The performance of the work shall be under the direction of the Principal Investigator named on the Agreement signature page. See the RGPO Grant Administration Manual, which can be found at <https://proposalcentral.altum.com/> for specific minimum percent effort and other requirements and actions requiring prior approval.

2. BUDGET AND EXPENDITURES

- A. Expenditures shall be in accordance with the approved budgets, attached hereto as Exhibit A, and the rules and regulations detailed in the RGPO Grant Administration Manual. Rebudgeting actions must be consistent with the provisions described in the RGPO Grant Administration Manual.
- B. In accordance with the RGPO Grant Administration Manual, indirect costs rates may not exceed 25% of total direct costs, excluding equipment. Recipient must use their own federally approved rate and base (or other similarly established rate) if such calculation yields an amount that is less than the 25% rate and base limitations.
- C. It is not permissible to reallocate funds from direct costs to cover any increases to the indirect cost rates approved by CHRP at the outset of an award. Any savings generated by reductions in Recipient's institutional rates (in those cases where Recipient's rate is less than 25%), or by rebudgeting items from an overhead bearing category to a non-overhead bearing category, shall be returned to CHRP. Recipient shall annually provide to CHRP a copy of Recipient's current, federally approved indirect cost rate agreement (or appropriate documentation of an alternative rate if Recipient does not have a federal agreement).
- D. The format for reporting budgeted expenditures and submitting requests for rebudgeting is subject to change due to an ongoing database conversion project taking place within the RGPO. Prior to submission of budgeting reports and requests, all grantees must check with the RGPO Contracts and Grants Unit to ensure that they utilize the most up-to-date reporting guidelines and format.

3. FISCAL AND ADMINISTRATIVE STANDARDS

Allowable costs and administration shall be governed by standards as set forth in this Agreement, the RGPO Grant Administration Manual and Office of Management and Budget Federal Uniform Guidance as applicable. (Note: Although funds used to support this Agreement are *non-federal*, reference to the OMB is included here to take advantage of established institutional practices and procedures.)

4. PROGRAM FUNDING / PAYMENT

- A. It is mutually agreed upon by the parties that this Agreement has been written before ascertaining the availability of congressional or legislative appropriations of funds for the mutual benefit of both parties, in order to avoid program or fiscal delays that would occur if this Agreement was signed after that determination was made.

This Agreement is viable and enforceable only if sufficient funds are made available to The Regents of the University of California for the purpose of this program. Funding is contingent upon approval of the State Budget by the Legislature and the Governor. Should sufficient funds not be made available, The Regents will notify Recipient and proceed with the cancellation of this Agreement or modification in scope and budget, as appropriate.

- B. Funds for this award will be released **annually** after: 1) Execution of the Agreement; 2) Passage of the annual State Budget as described above; 3) Clearance of all administrative issues, including pre-award requirements for new awards, and acceptability of progress and fiscal reports; and 4) Receipt of Certificates of Insurance, as required by Article 11. Payments will be made in accordance with the Award Notice, included as Exhibit A. The final 20% will be paid after receipt of the final reports required by Articles 5 and 6. **Invoices are not required.**
- C. Recipient shall hold all advance funds received for multiple-years of this project in an interest bearing account, unless the following apply: 1) The Recipient receives less than \$50,000 per year for the RGPO award; 2) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$100 per year on RGPO cash balances; and 3) The depository would require an average or minimum balance so high that it would not be feasible.

Interest earned amounts up to \$100 per year may be retained by the grant recipient for administrative expenses. Any and all interest earned in such account must be returned to The Regents within 90 days of expiration or termination of this Agreement. Checks to be mailed to:

Harvey Wong - Sr. Budget Analyst  
 Research Grants Policy Office  
 University of California  
 300 Lakeside Dr., 6th Floor  
 Oakland, CA 94612  
 Phone: (510)287-3383  
 Fax: (510)587-6325  
 Email: Harvey.Wong@ucop.edu

5. FINANCIAL ACCOUNTING, RECORDS, REPORTS

- A. Recipient shall maintain accounts, records and other evidence pertaining to costs incurred.
- B. This Agreement shall be subject to the examination and audit of The Regents and the Auditor General of the State of California from the start date to three years after receipt of all required reports. The examination and audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the cost of administering the Agreement.
- C. Recipient shall submit annual fiscal reports to the Research Grants Program Office (RGPO) Contracts & Grants Unit, detailing its expenditures for the project within 90 days of each project year-end and within 90 days of expiration or termination of this Agreement. The format for the fiscal reports is described in the RGPO Grant Administration Manual. (See the Manual for revised due dates if a no cost time extension is requested and approved.)

6. SCIENTIFIC PROGRESS REPORTS

If a continuing year is anticipated, two copies of a scientific progress report regarding the research supported hereunder shall be submitted to the Research Grants Program Office (RGPO) Contracts & Grants Unit 30 days prior to the end of each program year. The format for the progress report is described in the RGPO Grant Administration Manual. The format for the scientific progress report is subject to change due to an ongoing database conversion project at RGPO. Prior to submission of progress reports, all grantees must check with their assigned program officer to ensure that they are utilizing the most up-to-date progress reporting format.

In the final year of this Agreement, the final scientific report shall be submitted to the Research Grants Program Office (RGPO) Contracts & Grants Unit within 90 days after expiration or termination of this Agreement, whichever occurs first. See the RGPO Grant Administration Manual for revised due dates if an extension is requested and approved.

7. PUBLICATION/DISCLAIMER

Any brochures, publications, or written materials resulting from the support provided by this Agreement must acknowledge such support. The wording to be used is "This project and/or conference was partially supported by funds provided by The Regents of the University of California, Research Grants Program Office, California HIV/AIDS Research Program, Grant Number **PR15-SFDPH-026**. The opinions, findings, and conclusions herein are those of the author and not necessarily represent those The Regents of the University of California, or any of its programs."

Except as set forth in this Agreement, Recipient shall not use the name of The Regents of the University of California, the RGPO-CHRP or any of The Regents' employees, any abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer products or services for sale or distribution to the public, without The Regents' prior written approval. Recipient agrees to comply at all times with California Education Code Section 92000.

8. TERMINATION

This Agreement may be terminated without cause by either party upon 15 days prior written notice to the other party. The Regents shall reimburse Recipient for noncancellable obligations, and allowable and proper budgeted costs incurred to date of termination. Balances owed to Recipient will be paid upon receipt and acceptance of all final reports. Recipient shall take all necessary measures to mitigate its costs and shall return to The Regents all unliquidated advance payments within 90 days of termination.

Notwithstanding the above, The Regents shall have the right to an immediate termination if Recipient becomes insolvent, makes an assignment for the benefit of creditors, files or has filed against it a petition in bankruptcy or seeks reorganization, has a receiver appointed, or institutes any proceedings for liquidation or winding up.

9. AMENDMENTS

Requests for No Cost Time Extensions, Rebudgeting, and changes in Key Personnel may be approved by the CHRP Program Official upon request by Recipient as described in the RGPO Grant Administration Manual. All other amendments or modifications to this Agreement shall require execution on behalf of The Regents by the Executive Director of Procurement Services or his/her designee, and shall be by mutual consent of the parties in writing.

10. INSURANCE

The Recipient at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(a) Each Occurrence	\$1,000,000
(b) Products/Completed Operations Aggregate	\$3,000,000
(c) Personal and Advertising Injury	\$1,000,000
(d) General Aggregate	\$3,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million (\$1,000,000) per occurrence if using automobiles in conducting work under this Agreement.

C. Workers' Compensation as required under California State law.

D. Professional Medical and Hospital Liability Insurance (contractual liability included) with limits of two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) general aggregate.

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

Note: Professional Medical and Hospital Liability Insurance is required only when healthcare professionals and/or health care students are involved in patient care under this agreement.

E. Commercial Blanket Bond with a limit not less than the amount of grant funds provided by this Agreement in Recipient's possession at any one time covering all employees of Recipient, including coverage to protect money and securities as found in a Comprehensive Crime Policy.

F. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the Recipient against other insurable risks relating to performance of the agreement.

G. The coverages required under this Article shall not in any way limit the liability of the Recipient. The coverages referred to under (A) and (B) of this Article shall name "The Regents of the University of California" as Additionally Insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Recipient, its officers, employees, and agents. Recipient will provide The Regents with not less than fifteen (15)-days advance written notice of any modification, change or cancellation of any of the above insurance coverages, and will promptly obtain replacement coverage that complies with this provision. Upon the execution of this Agreement, Recipient will furnish The Regents with Certificates of Insurance (and the relevant endorsement pages) evidencing Recipient's insurance coverage and Additional Insured Endorsements demonstrating that The Regents are an additional insured on the applicable policies.

NOTE: Payment will be withheld until Certificate(s) of Insurance has been received by The Regents.

11. INDEMNIFICATION

Recipient shall defend, indemnify, and hold The Regents, its officers, employees, and agents harmless from and against any all liability, loss, expense (including reasonable attorney's 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, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, agents, or employees.

12. PATENTS, COPYRIGHTS, AND RIGHTS IN DATA

- A. Confidentiality: Neither party shall furnish any information considered enabling and confidential or proprietary by it or by any third parties to the other party in connection with this Agreement, absent a subsequent and separate written agreement between the parties to the contrary.
- B. Patent Rights: All rights to any patentable inventions or discoveries conceived or reduced to practice in the performance of the work conducted under this Agreement shall be owned solely by the Recipient institution that invented or discovered such inventions; or jointly by the partner institutions (including subcontracting Collaborative Partners) in the case of inventions invented or discovered jointly as the result of a collaborative award.
- C. Copyrights: All rights in copyright works created in the performance of work under this Agreement are the property of the Recipient or Collaborative Partner (including subcontracting Collaborative Partners) who created the work(s). Copyright works created jointly will be owned jointly by all grant partners. To the extent that the Recipient shall have the legal right to do so, the Recipient grants The Regents a royalty-free, non-exclusive, nontransferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of the deliverables specified in the Scope of Work for educational and non-commercial research purposes and to have or permit others to do so on its behalf.
- D. Upon request, Recipient shall provide The Regents with access to any data utilized in the performance of work under this Agreement.
- E. Tangible Research Results: Other discoveries made or reduced to practice under this Agreement which may not be protectable by patent or copyright, such as biological materials, plasmids, and cell lines, shall be the property of the Recipient or applicable Collaborative Partner (including subcontracting Collaborative Partners) and licensed in the public interest.
- F. Commercial Application and Reporting: The Recipient shall use reasonable efforts to achieve expeditious practical application of the patents, copyrights, and tangible research results developed in the course of the performance of work under this Agreement. Annual and final technical reports shall include a description on the commercial utilization of the research results or on the efforts at obtaining such utilization, including providing non-confidential, non-enabling information regarding any invention or discovery and patent applications filed or patents issued thereon.

13. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Recipient will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **“This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination**

**against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.”** With respect to activities occurring in the State of California, Recipient agrees to adhere to the California Fair Employment and Housing Act. Recipient will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Recipient will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

14. TITLE TO PROPERTY

Equipment is defined as an article of tangible nonexpendable personal property that has a useful life of more than one year and an acquisition cost per unit that equals or exceeds \$5,000 or the capitalization threshold established by the organization, whichever is less. When original or replacement equipment acquired under an RGPO award is no longer needed for the original project or program or for other activities currently or previously supported by the awarding RGPO program, the recipient institution must request disposition instructions from RGPO regarding the equipment. Upon receipt of the disposition request, RGPO reserves the right to transfer title for this equipment to The UC Regents or to a third party, or elect to allow title for the equipment to reside with the Recipient institution.

See the RGPO Grant Administration Manual for further specific regulations regarding equipment purchases and disposition of equipment and residual supplies at the conclusion of the project period.

15. INDEPENDENT CONTRACTOR

Recipient and its employees, consultants, agents, or independent contractors will perform all services under this Agreement as independent contractors. Nothing in this Agreement will a) create any association, partnership, joint venture or agency relationship between the parties or b) create an employer-employee or principal-agent relationship between Regents and Recipient’s employees, consultants, agents, or independent contractors. Recipient and its employees, consultants, agents and lower tier subawardees will not, by virtue of any services provided under this Agreement, be entitled to participate, as an employee or otherwise, in or under any employee benefit plan of Regents or any employment right or benefit available to or enjoyed by employees of Regents.

16. NOTICES

Whenever any notice, including changes to Recipient's legal name or contact information, is to be given under this Agreement by Recipient, it shall be in writing and provided to The Regents’ contact listed in Section 7 of the Agreement signature page.

17. IRB APPROVAL

All Recipients must obtain approval from a federally registered IRB and/or IACUC prior to conducting any project activities for which human and/or animal subjects approval is required. The Recipient agrees that no work with human and/or animal subjects will be performed as part of this award contract until the required IRB and/or IACUC Approval(s) for the project study are in place. UCOP reserves the right to recall all funds awarded and released for this award, if IRB and/or IACUC approval(s) are not

obtained within six months of the start date for this award. Conducting any research on human or animal subjects without the required IRB or IACUC assurances is not allowed under this agreement and will result in immediate suspension of this award and recall of funds.



University of California  
California HIV/AIDS Research Program

Award Notice

Principal Investigator: Albert Y. Liu  
Institution: **San Francisco Department of Public Health**  
Project Title: PrEP-T: Advancing PrEP Delivery in the Transgender Community

Award #: PR15-SFDPH-026

This award notice for period: April 1, 2016 - March 31, 2017

Approved Budget:

Personnel (Salaries, Wages, Benefits)	\$59,151
Consultant/Contract	\$0
Supplies and Expenses	\$2,000
Equipment	\$0
Travel - Annual Meeting	\$0
Travel - Project-Related	\$0
Travel - Scientific Meetings	\$0
Indirect Costs	\$10,305
<b>TOTAL:</b>	<b>\$71,456</b>

This award will be paid in two installments: 50% at the start of the award period and 50% in September 2016.  
Anticipated award for FY 2016-2017 \$73,540, paid as: 25% pre-payment in September of 2016 and 75% in September 2017  
Anticipated award for FY 2017-2018 \$75,686  
Anticipated award for FY 2018-2019 \$77,897

CONDITIONS:


1. AUDIT

This grant shall be subject to examination and audit by The Regents of the University of California and the California State Auditor for a period of three years after receipt of final fiscal and/or scientific reports. The examination and audit shall be confined to those matters connected with the performance of this grant, including, but not limited to, the cost of administering this grant.


2. GENERAL CONDITIONS

Refer to the California HIV/AIDS Research Program's most current Grant Administration Manual for policies and rule governing the administration of this award. Each year, this grant shall be subject to the policies and rules in the annual revision of the Manual which will be sent to the recipient with the annual fund distribution notice at the start of each year.

Direct any questions to the California HIV/AIDS Research Program, University of California, 300 Lakeside Drive, 6th Floor, Oakland, CA 94612-3550, [CHRP@ucop.edu](mailto:CHRP@ucop.edu). Phone: (510) 987-9855; Fax: (510) 835-4220.



George Lemp  
Director, California HIV/AIDS Research Program



cc: Principal Investigator  
4/5/2016

\*Please Note: This is an intramurally funded award.