

File No. 170955

Committee Item No. 1  
Board Item No. \_\_\_\_\_

**COMMITTEE/BOARD OF SUPERVISORS**  
AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date September 21, 2017

Board of Supervisors Meeting

Date \_\_\_\_\_

**Cmte Board**

- |                                     |                          |  |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Information Form                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Public Correspondence                        |

**OTHER** (Use back side if additional space is needed)

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Completed by: Linda Wong Date September 15, 2017  
Completed by: Linda Wong Date \_\_\_\_\_

1 [Accept and Expend Grant - The Regents of the University of California, Office of the  
2 President - PrEP-T: Advancing PrEP Delivery in the Transgender Community - \$144,996]

3 **Resolution retroactively authorizing the Department of Public Health to accept and**  
4 **expend a grant in the amount of \$144,996 from The Regents of the University of**  
5 **California, Office of the President to participate in a program entitled PrEP-T:**  
6 **Advancing PrEP Delivery in the Transgender Community for the period of April 1, 2016,**  
7 **through March 31, 2018.**

8  
9 WHEREAS, The Regents of the University of California, Office of the President has  
10 agreed to fund Department of Public Health (DPH) in the amount of \$144,996 for the period of  
11 April 1, 2016, through March 31, 2018; and

12 WHEREAS, The full project period of the grant starts on April 1, 2016, and ends on  
13 March 31, 2020, with years three and four subject to availability of funds and satisfactory  
14 progress of the project; and

15 WHEREAS, As a condition of receiving the grant funds, The Regents of the University  
16 of California, Office of the President requires the City to enter into an agreement (Agreement),  
17 a copy of which is on file with the Clerk of the Board of Supervisors in File No. 170955; which  
18 is hereby declared to be a part of this Resolution as if set forth fully herein; and

19 WHEREAS, The purpose of this project will support Dr. Albert Liu as the Principal  
20 Investigator of the study and will be responsible for achieving the specific aims of the study,  
21 for maintaining the proposed study schedule, ensuring quality control over all aspects of the  
22 study, protect participant safety and confidentiality, and provide data analysis and publication  
23 of results; and

1           WHEREAS, An Annual Salary Ordinance amendment is not required as the grant  
2 partially reimburses DPH for one existing position, one Senior Physician Specialist (Job Class  
3 No. 2232) at .20 FTE for the period of April 1, 2016, through March 31, 2018; and

4           WHEREAS, A request for retroactive approval to April 1, 2016, is being sought  
5 because an accept and expend was not needed for Year 1 since the grant was under  
6 \$100,000 and was not added to the Annual Appropriation Ordinance budget; and

7           WHEREAS, Because Year 1 was not included in the Annual Appropriation Ordinance  
8 budget, we are requesting retroactive approval to accept and expend the grant funds for  
9 Year 2; and

10          WHEREAS, The budget includes a provision for indirect costs in the amount of  
11 \$20,865; now, therefore, be it

12          RESOLVED, That DPH is hereby authorized to retroactively accept and expend a grant  
13 in the amount of \$144,996 from The Regents of the University of California, Office of the  
14 President; and, be it

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

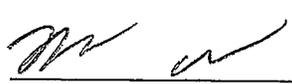
17          FURTHER RESOLVED, That the Director of Health is authorized to enter into the  
18 Agreement on behalf of the City.

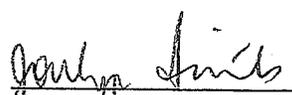
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RECOMMENDED:

  
Barbara A. Garcia, MPA  
Director of Health

APPROVED:

  
Office of the Mayor

  
Office of the Controller

File Number: 170955  
(Provided by Clerk of Board of Supervisors)

**Grant Resolution Information Form**  
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **PrEP-T: Advancing PrEP Delivery in the Transgender Community**

2. Department: **San Francisco Department of Public Health  
Population Health Division  
Bridge HIV**

3. Contact Person: **Albert Liu** Telephone: **415-437-7408**

4. Grant Approval Status (check one):

Approved by funding agency

Not yet approved

5. Amount of Grant Funding Approved or Applied for: **\$144,996**  
**Yr 1 \$71,456; Yr 2 \$73,540**

6a. Matching Funds Required: **\$0**

b. Source(s) of matching funds (if applicable):

7a. Grant Source Agency: **The Regents of the University of California, Office of the President (UCOP)**

b. Grant Pass-Through Agency (if applicable):

8. Proposed Grant Project Summary:

**Dr. Albert Liu serve as the PI of the study and will have responsibility for achieving the specific aims of the study, for maintaining the proposed study schedule, ensuring quality control over all aspects of the study, protecting participant safety and confidentiality, and data analysis and publication of results.**

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

**Approved Year Two Project: Start-Date: 04/01/2016 End-Date: 03/31/2018**  
**Full Project Period: Start-Date: 04/01/2016 End-Date: 03/31/2020**

10a. Amount budgeted for contractual services: **\$0**

b. Will contractual services be put out to bid? **No**

c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements?

d. Is this likely to be a one-time or ongoing request for contracting out?

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

b1. If yes, how much? **\$20,865**

b2. How was the amount calculated? **24.03% of total salaries**

c1. If no, why are indirect costs not included?

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs?

12. Any other significant grant requirements or comments:

The Department of Public Health (DPH) is requesting a retroactive approval to April 1, 2016. This is Year 2 of a Year 4 grant cycle. In Year 1, an accept and expend was not needed since grant was under 100K. Without an accept and expend, grant was not added to the AAO budget. Since there is no AAO budget, we are requesting for Board approval to have the authority to accept and expend the grant funds in Yr2.

PS Fund ID: 11580  
PS Dept ID: 162646  
PS Project ID: 10029404  
PS Activity ID: 002  
PS Authority ID: 10001

**\*\*Disability Access Checklist\*\*\*(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

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

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

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

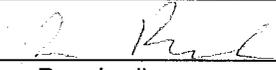
Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Toni Rucker, PhD  
(Name)

DPH ADA Coordinator (Title)

Date Reviewed: August 8 2017

  
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Barbara A. Garcia, MPA  
(Name)

Director of Health  
(Title)

Date Reviewed: 8/9/17

  
(Signature Required)

**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

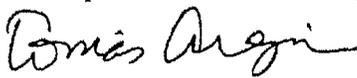
Contractual Matters: Name Sajid Shaikh  
 Phone 415-255-3512 Email sajid.shaikh@sfdph.org

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:   
 Name: Tomás J. Aragón, MD, DrPH  
 Title: Director, Population Health Division (PHD)

Date: 04/08/16

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

Signature:   
 Name: Julia Arno  
 Title: Director, Contracts & Grants  
Research Grants Program Office  
UC Office of the President

Date: 4/8/16

**CHRP TERMS AND CONDITIONS**

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
CALIFORNIA HIV/AIDS RESEARCH PROGRAM

1. 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 of 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.

**Mojica, Richelle-Lynn (DPH)**

---

**From:** Wu, Jing (CON)  
**Sent:** Tuesday, April 12, 2016 2:09 PM  
**To:** Mojica, Richelle-Lynn (DPH)  
**Cc:** Alvarado, Orealis (CON)  
**Subject:** RE: DPH Accept and Expend-

Hi Richelle,

Thanks for your response. Both the following grants are ready to setup budget. Do you want me to send back the paper copies of A&E or you would like to pick up? Thanks!

1. Improving Acceptance, Integration, and Health Among LGBT Service Members- \$19,864
2. PrEP-T: Advancing PrEP Delivery in the Transgender Community- \$71,456

Thanks,  
Jing Wu  
Controller's Office - Accounting Operations  
City Hall, Rm 300  
Tel: (415) 554- 7567

---

**From:** Mojica, Richelle-Lynn (DPH)  
**Sent:** Tuesday, April 12, 2016 1:53 PM  
**To:** Wu, Jing (CON)  
**Cc:** Alvarado, Orealis (CON)  
**Subject:** RE: DPH Accept and Expend-

Hi Jing,

Attached is the revised Budget Justification.

My apologies for the error.

Thank you.

-Richelle

---

**Richelle-Lynn Mojica**  
Grants Manager, Grants Administration | San Francisco Department of Health  
1380 Howard Street, Room 406c | San Francisco, CA 94103  
[Richelle-Lynn.Mojica@sfdph.org](mailto:Richelle-Lynn.Mojica@sfdph.org) | (415) 255-3555  
Grants Intranet Website: <http://dphnet/grants>  
CDTA Website: [www.sfdph.org/cdta](http://www.sfdph.org/cdta)

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

**From:** Wu, Jing (CON)  
**Sent:** Tuesday, April 12, 2016 1:32 PM  
**To:** Mojica, Richelle-Lynn (DPH)  
**Cc:** Alvarado, Orealis (CON)  
**Subject:** RE: DPH Accept and Expend-

Hi Richelle.

I have a question for the PrEP-T: Advancing PrEP Delivery in the Transgender Community grant \$71,456. The budget justification amount is different from the budget summary (please refer to attachment, different amount is indicated in attachment). Please confirm. Thanks!

Thanks,  
Jing Wu  
Controller's Office - Accounting Operations  
City Hall, Rm 300  
Tel: (415) 554- 7567

---

**From:** Wan, Cherie (CON)  
**Sent:** Tuesday, April 12, 2016 10:53 AM  
**To:** Mojica, Richelle-Lynn (DPH)  
**Cc:** Wu, Jing (CON); Alvarado, Orealis (CON)  
**Subject:** RE: DPH Accept and Expend-

Hi Richelle,

We've got it and will review.

Jing, please let Richelle know when done. Thanks!

Regards,

*Cherie Wan*

City and County of San Francisco  
Controller's Office - AOSD Operations  
City Hall, Room 300  
Tel: (415) 554-7541  
Fax: (415) 554-7531

Controller's Public Page: <http://www.sfcontroller.org>  
AOSD Home Page: <http://www.sfcontroller.org/aosd>

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**From:** Mojica, Richelle-Lynn (DPH)  
**Sent:** Tuesday, April 12, 2016 10:31 AM  
**To:** Wan, Cherie (CON)  
**Subject:** DPH Accept and Expend-

Hi Cherie,

Just an FYI- I left 2 DPH Accept and Expend on your chair:

1. Improving Acceptance, Integration, and Health Among LGBT Service Members- \$19,864
2. PrEP-T: Advancing PrEP Delivery in the Transgender Community- \$71,456

Thank you.

-Richelle

---

Richelle-Lynn Mojica  
Grants Manager, Grants Administration | San Francisco Department of Health

University of  
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, 2017 - March 31, 2018

Approved Budget:

Personnel (Salaries, Wages, Benefits)	60,926
Consultant/Contract	0
Supplies and Expenses	2,000
Equipment	0
Travel - Annual Meeting	0
Travel - Project-Related	0
Travel - Scientific Meetings	0
Indirect Costs	10,614
<b>TOTAL:</b>	<b>73,540</b>

Anticipated award for period April 1, 2018 - March 31, 2019: \$75,686

- Installment #1 paid in April 2016 in the amount of \$35,728 (which represented 50% of the original Year 1 award amount of \$71,456).
- Installment #2 to be paid in October 2016 in the amount of \$54,113 (which represents 50% (\$35,728) of the original Year 1 award amount of \$71,456; plus 25% (\$18,385) of Year 2 original award amount of \$73,540)
- Installment #3 to be paid in August 2017 in the amount of \$74,077 (which represents 75% (\$55,155) of Year 2 original award amount of \$73,540; plus 25% (\$18,922) of Year 3 original award amount of \$75,686).
- Installment #4 to be paid in August 2018 in the amount of \$76,239 (which represents 75% (\$56,765) of Year 3 original award amount \$75,686; plus 25% (\$19,474) of Year 4 original award amount of \$77,897)
- Installment #5 to be paid in August 2019 in the amount of \$46,738 (which represents 80% of the remaining 75% (\$58,423) of the Year 4 original award amount of \$77,897).
- Installment #6 anticipated payment of the award upon acceptance of final scientific progress and fiscal reports in the amount of \$11,685 (which represents 20% of the remaining 75% (\$58,423) of the final Year of the original award amount of \$77,897).

Total Amount of Award: \$298,580

Yearly Budget Amounts for fiscal reporting (Year 1=\$71,456, Year 2=\$73,540, Year 3=\$75,686, Year 4=\$77,897)

CONDITIONS:

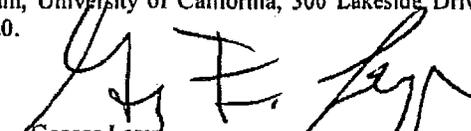
I. AUDIT

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 rules 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, 6<sup>th</sup> Floor, Oakland, CA 94612-3550, [CHRP@ucop.edu](mailto:CHRP@ucop.edu). Phone (510) 835-4220.

  
George Lempi  
Director, California HIV/AIDS Research Program

This is an Intermural Award  
cc Principal Investigator

**SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**  
**Center for Public Health Research**  
**PrEP-T: Advancing PrEP Delivery in the Transgender Community**  
**04/01/16-03/31/17**

Dept / Div: HPH-03  
Fund Group: 2S/CHS/GNC  
Index Code: HCHIVRSRCHGR  
Grant Code: HCIV02  
Grant Detail: 1600

CATEGORY/LINE ITEM	Annual Salary	38.98% Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	Comments
A. PERSONNEL											
1. Senior Physician Specialist 2232 5 A Liu	212,810	82,953	295,763	20%	0.2000	17,734	12	42,562	16,589	59,151	
2		0	0		0.000	0	0	0	0	0	
2 COLA (4%)											
3 STEP Increases (5%)											
<b>TOTAL SALARY/FRINGE</b>	<b>212,810</b>	<b>82,953</b>	<b>295,763</b>	<b>20%</b>	<b>0.20</b>	<b>17,734</b>	<b>12</b>	<b>42,562</b>	<b>16,589</b>	<b>59,151</b>	

00101 SALARIES  
00103 FRNG BN  
**SUB TOTAL**

42,562  
16,589  
59,151

C. TRAVEL

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

0  
0  
0

D. EQUIPMENT

- 1. Computer (06061)
- Sub Total EQUIPMENT**

0  
0

E. MATERIALS AND SUPPLIES

- 1. Office supplies (04951)
- 2. Non-inventoried equipmt (04921)
- 3. Clinical supplies (04431)
- 4. Laboratory supplies (04431)
- Sub Total SUPPLIES**

2,000  
0  
0  
2,000

F. CONTRACTUAL SERVICES (02789)

- 1. PHFE
- Sub Total CONTRACTS**

0  
0

**SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**  
**Center for Public Health Research**  
**PrEP-T: Advancing PrEP Delivery in the Transgender Community**  
**04/01/16-03/31/17**

Dept / Div: HPH-03  
 Fund Group: 2S/CHS/GNC  
 Index Code: HCHIVRSRCHGR  
 Grant Code: HCIV02  
 Grant Detail: 1600

CATEGORY/LINE ITEM	Annual Salary	38.98% Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	Comments
G. OTHER											
1. Rent										0	
2. Photocopier maint (02931)										0	
3. Repro srvc (In House)(03551)										0	
4. Print/Slide srvc (Outside)(03552)										0	
5. Promotion and advertising(03599)										0	
6. Client Stipends (02783)										0	
7. Albert Liu Salary per Service Agreement										0	
<b>Sub TOTAL OTHER</b>										<u>0</u>	
<b>TOTAL DIRECT COST</b>										<b>61,151</b>	

**BUDGET SUMMARY**

A. SALARIES	42,562
B. MANDATORY FRINGE	16,589
C. TRAVEL	0
D. EQUIPMENT	0
E. MATERIALS AND SUPPLIES	2,000
F. CONTRACT / MOU	0
G. OTHER	0
<b>DIRECT COSTS</b>	<b>61,151</b>
H. INDIRECT COST (24.212% of total salaries)	10,305
<b>TOTAL BUDGET</b>	<b>71,456</b>
<b>AWARD</b>	<b>71,456</b>
<b>SURPL/(DEFICIT)</b>	<b>0</b>

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH  
Center for Public Health Research  
PrEP-T: Advancing PrEP Delivery in the Transgender Community  
04/01/17-03/31/18

Dept / Div: HPH-03  
Fund Group: 2S/CHS/GNC  
Index Code: HCHIVRSRCHGR  
Grant Code: HCIV02  
Grant Detail: 1700

CATEGORY/LINE ITEM	Annual Salary	38.50% Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	Comments
A. PERSONNEL											
1. Senior Physician Specialist 2232 5 A Liu	219,731	84,596	304,327	20.00%	0.2000	18,311	12	43,946	17,033	60,979	
2		0	0		0.000	0	0	0	0	0	
2 COLA (4%)										0	
3 STEP Increases (5%)											
<b>TOTAL SALARY/FRINGE</b>	<b>219,731</b>	<b>84,596</b>	<b>304,327</b>	<b>20%</b>	<b>0.20</b>	<b>18,311</b>	<b>12</b>	<b>43,946</b>	<b>17,033</b>	<b>60,979</b>	

00101 SALARIES  
00103 FRNG BN  
**SUB TOTAL**

43,946  
17,033  
60,979

C. TRAVEL

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

0  
0  
0

D. EQUIPMENT

- 1. Computer (06061)
- Sub Total EQUIPMENT**

0  
0

E. MATERIALS AND SUPPLIES

- 1. Office supplies (04951)
- 2. Non-inventoried equipmt (04921)
- 3. Clinical supplies (04431)
- 4. Laboratory supplies (04431)
- Sub Total SUPPLIES**

2,000  
0  
0  
2,000

F. CONTRACTUAL SERVICES (02789)

- 1. PHFE
- Sub Total CONTRACTS**

0  
0

**SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**  
**Center for Public Health Research**  
**PrEP-T: Advancing PrEP Delivery in the Transgender Community**  
**04/01/17-03/31/18**

Dept / Div: HPH-03  
Fund Group: 2S/CHS/GNC  
Index Code: HCHIVRSRCHGR  
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CATEGORY/LINE ITEM	Annual Salary	38.50% Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	Comments
<b>G. OTHER</b>											
1. Rent										0	
2. Photocopier maint (02931)										0	
3. Repro svcs (In House)(03551)										0	
4. Print/Slide svcs (Outside)(03552)										0	
5. Promotion and advertising(03599)										0	
6. Client Stipends (02783)										0	
7. Albert Liu Salary per Service Agreement										0	
<b>Sub TOTAL OTHER</b>										<u>0</u>	
<b>TOTAL DIRECT COST</b>										<b>62,979</b>	

**BUDGET SUMMARY**

A. SALARIES	43,946
B. MANDATORY FRINGE	17,033
C. TRAVEL	0
D. EQUIPMENT	0
E. MATERIALS AND SUPPLIES	2,000
F. CONTRACT / MOU	0
G. OTHER	0
DIRECT COSTS	62,979
H. INDIRECT COST (24.03 of total salaries)	10,560
<b>TOTAL BUDGET</b>	<b>73,540</b>
<b>AWARD</b>	<b>73,540</b>
<b>SURPL/(DEFICIT)</b>	<b>0</b>

San Francisco Department of Public Health (SFDPH)  
Population Health Division – Bridge HIV

PrEP-T: Advancing PrEP Delivery in the Transgender Community

**BUDGET JUSTIFICATION**

April 01, 2016 - March 31, 2017

**A. PERSONNEL**

**B. MANDATORY FRINGE**

1. 0.20 2232 – Sr. Physician Specialist: Albert Liu  
Annual Salary \$212,810 x 0.20 FTE for 12 month = \$42,562  
Mandatory Fringe Benefits (@ 38.98%) = \$16,589 \$59,151

Dr. Albert Liu serve as the PI of the study and will have responsibility for achieving the specific aims of the study, for maintaining the proposed study schedule, ensuring quality control over all aspects of the study, protecting participant safety and confidentiality, and data analysis and publication of results.

Total Salaries	\$42,562
Total Fringe	\$16,589
<b>TOTAL PERSONNEL:</b>	<b>\$59,151</b>
<b>C. TRAVEL</b>	<b>\$0</b>
<b>D. EQUIPMENT</b>	<b>\$0</b>
<b>E. MATERIALS AND SUPPLIES</b>	<b>\$2,000</b>
<b>F. CONTRACTUAL</b>	<b>\$0</b>
<b>G. OTHER</b>	<b>\$0</b>
<b>TOTAL DIRECT COSTS</b>	<b>\$61,151</b>
<b>H. INDIRECT COSTS (24.212% of Total Salaries)</b>	<b>\$10,305</b>
<b>TOTAL BUDGET:</b>	<b>\$71,456</b>

San Francisco Department of Public Health (SFDPH)  
Population Health Division – Bridge HIV

PrEP-T: Advancing PrEP Delivery in the Transgender Community

**BUDGET JUSTIFICATION**

April 01, 2017 - March 31, 2018

**A. PERSONNEL**

**B. MANDATORY FRINGE**

1. 0.20 2232 – Sr. Physician Specialist: Albert Liu  
Annual Salary \$219,731 x 0.20 FTE for 12 month = \$43,946  
Mandatory Fringe Benefits (@ 38.76%) = \$17,034 \$60,980

Dr. Albert Liu serve as the PI of the study and will have responsibility for achieving the specific aims of the study, for maintaining the proposed study schedule, ensuring quality control over all aspects of the study, protecting participant safety and confidentiality, and data analysis and publication of results.

Total Salaries	\$43,946
Total Fringe	\$17,034
<b>TOTAL PERSONNEL:</b>	<b>\$60,980</b>
<b>C. TRAVEL</b>	<b>\$0</b>
<b>D. EQUIPMENT</b>	<b>\$0</b>
<b>E. MATERIALS AND SUPPLIES</b>	<b>\$2,000</b>
<b>F. CONTRACTUAL</b>	<b>\$0</b>
<b>G. OTHER</b>	<b>\$0</b>
<b>TOTAL DIRECT COSTS</b>	<b>\$62,980</b>
<b>H. INDIRECT COSTS (24.03% of Total Salaries)</b>	<b>\$10,560</b>
<b>TOTAL BUDGET:</b>	<b>\$73,540</b>



Edwin M. Lee  
Mayor

**TO:** Angela Calvillo, Clerk of the Board of Supervisors  
**FROM:** Barbara A. Garcia, MPA  
Director of Health  
**DATE:** August 8, 2017  
**SUBJECT:** Grant Accept and Expend- Retroactive Approval

---

**PrEP-T: Advancing PrEP Delivery in the Transgender Community- \$144,996**

The Department of Public Health (DPH) is requesting a retroactive approval to April 1, 2016. This is Year 2 of a Year 4 grant cycle. In Year 1, an accept and expend was not needed since grant was under 100K. Without an accept and expend, grant was not added to the AAO budget. Since there is no AAO budget, we are requesting for Board approval to have the authority to accept and expend the grant funds in Yr2.

DPH is requesting a correction to current year (Year 2). Subsequent years will be addressed during budget process which will result in the grant funding being included in the AAO.

This grant supports existing positions at DPH.

Thank You.



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 *CWE for*  
Director of Health  
**DATE:** August 8, 2017  
**SUBJECT:** Grant Accept and Expend  
**GRANT TITLE:** PrEP-T: Advancing PrEP Delivery in the Transgender  
Community- \$144,996

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Attached please find the original and 2 copies of each of the following:

- Proposed grant resolution, original signed by Department
- Grant information form, including disability checklist -
- Budget and Budget Justification
- Grant application: Not Applicable. No application submitted.
- Agreement / Award Letter
- Other (Explain):

**Special Timeline Requirements:**

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

Name: Richelle-Lynn Mojica

Phone: 255-3555

Interoffice Mail Address: Dept. of Public Health, Grants Administration for  
Community Programs, 1380 Howard St.

Certified copy required Yes

No

# Introduction Form

By a Member of the Board of Supervisors or Mayor

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2017 SEP - 5 5:52 PM  
Stamp  
or meeting date

I hereby submit the following item for introduction (select only one):

- 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 [ ] inquiries"
- 5. City Attorney Request.
- 6. Call File No. [ ] from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No. [ ]
- 9. Reactivate File No. [ ]
- 10. 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
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

**Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.**

Sponsor(s):

Sheehy

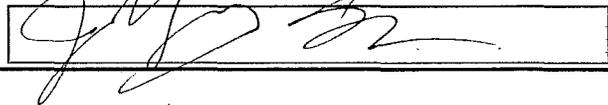
Subject:

Advancing PrEP Delivery in the Transgender Community

The text is listed:

See attached.

Signature of Sponsoring Supervisor:



For Clerk's Use Only

