

COUNTY OF SAN MATEO
Departmental Correspondence

DATE: **DEC 24 2001**
HEARING DATE **JAN 8 2002**

TO: Honorable Board of Supervisors

FROM: John Volanti, Deputy Director, Hospital and Clinics *JV/mt*

SUBJECT: Acceptance of a Grant Award from the Universitywide AIDS Research Program (UARP)

RECOMMENDATION

1. Adopt a resolution accepting a grant from the Universitywide AIDS Research Program;
2. Adopt an ordinance to amend the salary ordinance adding two unclassified Community Program Specialist II positions to the Clinical Trials and Research budget; and
3. Approve an Appropriation Transfer Request (ATR) to accept increased revenue to conduct Universitywide AIDS Research Program (UARP)-funded research for the Evaluation of a Post-traumatic Stress Disorder (PTSD) screening program for persons with HIV.

Background

The Clinical Trials and Research Unit of the San Mateo County Health Center was established by the Health Services Agency in 2000 in order to provide an infrastructure to conduct clinical treatment trials and medical or psychosocial research projects for the benefit of the residents of San Mateo County. A preliminary assessment by the Unit staff identified Post-Traumatic Stress Disorder as a problem affecting many of the County's patients with HIV for which there was not a clinically proven method of screening in this population.

Discussion

The Clinical Trials and Research Unit submitted a proposal for the Evaluation of a Post-Traumatic Stress Disorder (PTSD) screening program for persons with HIV in response to a "Request for Proposals" for research projects involving people with HIV. On October 2, 2001, the Universitywide AIDS Research Program notified the county that the proposal had been favorably received and the award granted. The County will receive \$92,814 for fiscal year 2001-2002 and \$91,790 for FY 2002-2003, for a total amount of \$184,604 over a two-year period.

The primary purpose of this study is to assess the prevalence of PTSD symptoms among HIV positive clients attending the Edison and Willow clinics. Rates of specific traumatic life events (e.g., child sexual abuse, intimate partner abuse), depressive symptoms and acute stress disorder symptoms, will also be examined.

A second purpose is to link participants to appropriate and available psychiatric and social service (within the County AIDS Program and outside), and subsequently to examine utilization of the recommended services six months after baseline assessments. The results from this study will increase understanding of the prevalence of PTSD symptoms and traumatic life events in HIV-infected persons. In addition, the findings will increase awareness of the psychiatric and social work treatment needs of this HIV-positive community. Two Community Program Specialists (unclassified) will recruit research participants, administer and score assessment questionnaires, extract data from medical records, enter data in a database and do literature searches.

Outcome Objectives

The following outcome objectives related to this project will be measured in FY2001-2002 using an Evaluation Work Plan included in the grant proposal:

Outcome Measures (at end of first year)	2001-2002 Objectives
Percentage of County AIDS clinic patients assessed for PTSD	50%
Percentage of PTSD diagnosed clients successfully referred to mental health services	75%

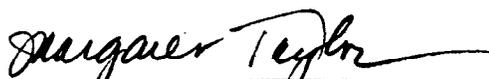
Term

This program is designed to be for two years. The term of this agreement is from July 1, 2001 through June 30, 2002. Unspent portions of the grant will be rolled over by the UARP to allow them to be spent in FY 2002-03. A separate agreement for the period of July 1, 2002 through June 30, 2003 will be brought to your board next year.

Fiscal Impact

This total amount of the award for the first year is \$92,814. Considering salary savings for the first half of the contract year, the total amount needed for salaries and benefits for the two unclassified positions in the first year is \$60,000. The remaining \$32,814 will be deferred and rolled over to the second year, in order to ensure that the funder does not reduce the total amount of the award. It is anticipated that an additional amount not to exceed \$91,790 will be made available and reimbursable for the second year of the project (FY03), dependent upon allocation by the State Legislature. The total of the rolled over amount and this second year funding will be more than sufficient to pay for these positions. Administrative support costs associated with these positions will be funded by other sources, including grants from Dupont Pharmaceuticals and Roche Laboratories. Administrative oversight, technical assistance, and project monitoring will be provided by existing Clinical Trials and Research staff. There is no net county cost associated with this project.

RECOMMENDED


HEALTH SERVICES DEPARTMENT

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION 1) ACCEPTING A GRANT FROM THE UNIVERSITYWIDE AIDS RESEARCH PROGRAM, 2) ADOPTING AN ORDINANCE AMENDING THE SALARY ORDINANCE ADDING TWO UNCLASSIFIED COMMUNITY PROGRAM SPECIALIST II POSITIONS TO THE CLINICAL TRIALS AND RESEARCH BUDGET, 3) APPROVING AN APPROPRIATION TRANSFER REQUEST (ATR) TO ACCEPT INCREASED REVENUE TO CONDUCT UNIVERSITYWIDE AIDS RESEARCH PROGRAM (UARP)-FUNDED RESEARCH FOR THE EVALUATION OF A POST-TRAUMATIC STRESS DISORDER (PTSD) SCREENING PROGRAM FOR PERSONS WITH HIV

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that; WHEREAS, Post-Traumatic Stress Disorder has been identified as a problem affecting many of San Mateo County's patients with HIV, for which there was not a clinically proven method of screening in this population, and;

WHEREAS, the Regents of the University of California, Universitywide AIDS Research Program (UARP) has granted San Mateo County General Hospital \$184,604 over a three-year period to conduct a research study to assess the prevalence of Post-Traumatic Stress Disorder symptoms among HIV positive clients attending the Edison and Willow clinics, and;

WHEREAS, the Salary Ordinance needs to be amended to add two unclassified Community Program Specialists II positions to the Clinical Trials and Research Budget, and:

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be, and is hereby, authorized and directed to 1) accept the grant from the Regents of the University of California, Universitywide AIDS Research Program (UARP) for and on behalf of San Mateo County, 2) approve an amendment to the Salary Ordinance adding two unclassified community program specialist II positions to the Clinical Trials and Research budget, and 3) approve an Appropriation Transfer Request (ATR) to accept increased revenue to conduct Universitywide AIDS Research Program (USRP) – funded research for the evaluation of a Post-Traumatic Stress Disorder (PTSD) screening program for persons with HIV, and the Clerk of the Board shall attest the President's signature thereto.

ORDINANCE NO. _____
BOARD OF SUPERVISORS, COUNTY OF SAN MATEO,
STATE OF CALIFORNIA

* * * * *

AN ORDINANCE AMENDING SALARY ORDINANCE 04060

The Board of Supervisors of the County of San Mateo, State of California, ordains as follows:

SECTION 1. Part 12 of the Ordinance is amended as indicated:

ORGANIZATION 68500 COMMUNITY HEALTH CLINICS

1. Item B182S, Community Program Specialist - unclassified series, is increased by 2 positions for a new total of 4 positions.

SECTION 2. This action is effective at the start of the first pay period beginning thirty days following adoption.



OCT 03 2001

OFFICE OF THE SENIOR VICE-PRESIDENT —
BUSINESS AND FINANCE

1111 Franklin Street, 5th Floor
Oakland, California 94607-5200
Web Site: www.ucop.edu/ott/
Tel: (510) 587-6000
Fax: (510) 587-6090

OCT 2 2001

Timothy B. McMurdo,
Chair, Board of Directors
San Mateo County General Hospital Foundation
222 West 39th Ave
San Mateo, CA 94403

RE: UARP Agreement No. CR01-SMCHC-091, PI: Dennis Israelski

Dear Mr. McMurdo:

We are pleased to inform you that The Regents of the University of California are awarding funds to your institution in support of research on AIDS. If the enclosed Agreement meets with your approval, please sign both originals and return one to me at the address set forth below.

Please complete the information requested under the Project Personnel section of this Agreement, listing the appropriate contact persons for your institution. A certificate of insurance evidencing compliance with all requirements of this Agreement must be provided to The Regents as soon as it becomes available to you. (If your institution has more than one Agreement with The Regents under the Breast Cancer Research Program, the Tobacco-Related Diseases Research Program, and/or the AIDS Research Program, only one certificate is required provided the description states that coverage is for all grants awarded by The Regents under the BCRP, TRDRP, or UARP.)

If you have any questions, please contact me at (510) 987-9850.

Sincerely,

A handwritten signature in cursive script that reads "Lourdes G. DeMattos".

Lourdes G. DeMattos
Contracts & Grants Officer
Research Administration Office
University of California
1111 Franklin St., 5th Floor
Oakland, CA 94607-5200

Enclosures

cc: Dennis Israelski (w/partial enclosure)

AGREEMENT NO. CR01-SMCHC-091
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
UNIVERSITYWIDE AIDS RESEARCH PROGRAM
and
SAN MATEO COUNTY HEALTH CENTER

THIS AGREEMENT is between The Regents of the University of California, (hereinafter called "The Regents") represented by the Office of the Vice President--Health Affairs, Universitywide AIDS Research Program (hereinafter called "UARP"), and San Mateo County Health Center (hereinafter called the "Recipient"), a non-profit institution.

WITNESS THAT

WHEREAS, the State of California Legislature has requested The Regents of the University of California establish and administer a program supporting research on Acquired Immune Deficiency Syndrome (AIDS); and

WHEREAS, the State of California has appropriated funds to The Regents for the administration of the Universitywide AIDS Research Program; and

WHEREAS, The Regents, in keeping with the outcome of a scientific peer review process and the advice of an appropriately constituted Scientific Advisory Committee, has recommended Recipient's proposal for the conduct of UARP research; and

WHEREAS, the Vice President for Health Affairs, acting on the recommendation of the Scientific Advisory Committee has approved Recipient's proposal for conducting UARP research,

NOW THEREFORE, the parties mutually agree as follows:

1. STATEMENT OF WORK

Recipient shall conduct UARP research in accordance with its proposal entitled Evaluation of a PTSD screening program for persons with HIV, which is incorporated herein by reference.

2. PERIOD OF PERFORMANCE

This Agreement shall be in effect from July 1, 2001 through June 30, 2002.

This Agreement will be continued through June 30, 2003, provided funds for AIDS research are appropriated for the following fiscal years from the California State Legislature to The Regents. The Regents will unilaterally amend the Agreement to extend the period of performance and other affected provisions.

3. TECHNICAL DIRECTION

The performance of the work shall be under the direction of the Principal Investigator, Dennis Israelski, in collaboration with Cheryl Koopman of Stanford University. See the Special Research Programs Grant Administration Manual, which can be found at <http://www.ucop.edu/srphome/uarp/Grant%20Admin%20manual/welcome.html>, for specific minimum percent effort and other requirements and actions requiring prior approval.

4. BUDGET AND EXPENDITURES

A. The total amount of funds made available and reimbursable to Recipient under this Agreement for the period starting July 1, 2001 through June 30, 2002 (FY01) shall not exceed \$92,814. Expenditures shall be in

accordance with the approved budgets, attached hereto as Exhibit A, and the rules and regulations detailed in the Special Research Programs Grant Administration Manual.

- B. It is anticipated that an amount not to exceed \$91,790 will be made available and reimbursable to Recipient under this Agreement for the second year of the project (FY02).
- C. In accordance with the Special Research Programs Grant Administration Manual, indirect costs are reimbursable for 13.2% of total direct costs, excluding equipment, or at the federally approved rate and base for Recipient institution (or other similarly established rate), whichever is less.

5. FISCAL AND ADMINISTRATIVE STANDARDS

Allowable costs and administration shall be governed by standards as set forth in this Agreement, the Special Research Programs Grant Administration Manual found on the internet at <http://www.ucop.edu/srphome/uarp/Grant%20Admin%20manual/welcome.html>, and Office of Management and Budget Circulars Nos. A-21 or A-122 as applicable, and A-110, in that order of precedence. (Note: Although funds used to support this Agreement are *non-federal*, reference to the OMB Circulars is included here to take advantage of established institutional practices and procedures.)

6. PAYMENT AND INVOICING

Payment for 100% of the first year project period will be released after execution of this Agreement by both parties, and clearance of the contingencies listed below.

In subsequent project periods, unilateral amendments to this Agreement will be issued by The Regents once funds are appropriated by the California State Legislature from subsequent State budgets. Upon clearance of the contingencies listed below and issuance of the continuation amendment, 80% of the funding for the second project period will be released. The remaining 20% will be paid after receipt of the final reports required by Articles 7 and 8. Invoices are not required at any stage.

Payments are contingent upon:

- Execution of this Agreement by both parties. (Once, at initiation of this award.)
- Appropriation of future year funds by the California State Legislature, and issuance by The Regents of unilateral amendments to obligate subsequent year funding. (With each subsequent project period.)
- Clearance of *all* administrative issues, such as Human/Animal Subjects Approvals. (Annually.)
- Receipt of all required reports (Scientific Progress reports as described in Article 8 for continuing awards; Fiscal and Scientific Progress reports as described in Articles 7 and 8 for release of the final 20% of an expiring or terminating award.)

7. 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 UARP, 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 Special Research Programs Grant Administration Manual.

If a no-cost time extension is granted, an annual fiscal report must still be submitted within 90 days of the original termination date in addition to the final fiscal report due within 90 days of the new end date.

8. SCIENTIFIC PROGRESS REPORT

If a continuing year is anticipated, two copies of a scientific progress report regarding the research supported hereunder shall be submitted to UARP 30 days prior to the end of each program year. The format for the progress report is described in the Special Research Programs Grant Administration Manual.

In the final year of this Agreement, the scientific report shall be submitted to UARP within 60 days after expiration or termination of this Agreement, whichever occurs first. If a no-cost time extension is granted, an annual progress report must still be submitted 30 days prior to the end of the program year, in addition to the final report due within 60 days of the new end date.

The Principal Investigator or his/her representative shall attend the UARP's annual meeting to report preliminary data and progress of work. An abstract of research findings to date for the annual meeting is due to the UARP prior to the meeting. The UARP will notify the Principal Investigator of the time and place of such meeting.

9. PUBLICATION

Any publication resulting from the research supported by this Agreement must acknowledge such support. The wording to be used is "This research was supported by funds provided by the Universitywide AIDS Research Program, Grant Number CR01-SMCHC-091." One reprint of each publication shall be provided to the UARP.

10. TERMINATION

This Agreement may be terminated without cause by either party upon 30 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.

11. AMENDMENTS

Requests for No Cost Time Extensions, Carry-Forwards, Rebudgeting, and changes in Key Personnel may be approved by the UARP Program Official upon request by Recipient as described in the Special Research Programs Grant Administration Manual. All other amendments or modifications to this Agreement shall require execution on behalf of The Regents by the Director of Materiel Management and shall be by mutual consent of the parties in writing.

12. 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:

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

(a) Each Occurrence	\$1,000,000
(b) Products/Completed Operations Aggregate	\$1,000,000
(c) Personal and Advertising Injury	\$1,000,000
(d) General Aggregate (Not applicable to the Comprehensive Form)	\$3,000,000

If the above insurance is written on a claims-made form, it shall continue for three 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.

2. 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 research under this Agreement.
3. Workers' Compensation as required under California State law.
4. 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 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.

5. Commercial Blanket Bond with a limit no 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.
6. 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.
7. The coverages required under this Article shall not in any way limit the liability of the Recipient.
8. The coverages referred to under (1) and (2) of this Article shall include The Regents as an additional 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. A thirty (30)-day advance written notice (10 days for non-payment of premium) to The Regents of any modification, change or cancellation of any of the above insurance coverages is required. Upon the execution of this Agreement, Recipient shall furnish The Regents with Certificates of Insurance evidencing compliance with all requirements.

13. 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.

The Regents shall defend, indemnify, and hold Recipient, 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 The Regents, its officers, agents, or employees.

The Recipient covenants and warrants that the conduct of the research shall be in accord with all applicable federal and state regulations pertaining to the protection of human subjects, use of animal subjects, and handling of biohazard materials, and further covenants and warrants that approvals in these areas shall be secured from, and periodically reviewed by, a duly constituted institutional review committee for each relevant area.

14. 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 belong to the Recipient.
- C. Copyrights: All rights in copyright works created by the Recipient in the performance of work under this Agreement are the property of the Recipient. 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 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.

15. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans, Vietnam era veterans, and veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12990 relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex, age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations.

16. TITLE TO PROPERTY

Equipment is defined as non-expendable, tangible, personal property which has an acquisition cost of \$1,500 or more, is free standing, and has a normal life expectancy of one year or more. The Regents reserve the right to transfer title to equipment to The Regents or to a third party named by The Regents. The Regents shall notify the Recipient within 120

days from expiration of this Agreement of its intention to transfer title; otherwise title to equipment shall remain with the Recipient.

Expendable personal property will become property of the Recipient.

17. PROJECT PERSONNEL AND OTHER INFORMATION

THE REGENTS

Program and Fiscal Matters: Janet Myers, (510) 987-9882
Universitywide AIDS Research Program
Office of Health Affairs
Office of the President
University of California
300 Lakeside Drive, 6th Floor
Oakland, CA 94612-3550

Contractual Matters: Lourdes G. DeMattos, (510) 987-9850
Contracts and Grants Officer
Research Administration Office
University of California
1111 Franklin St., 5th Floor
Oakland, CA 94607-5200

RECIPIENT

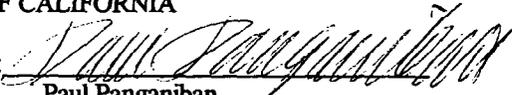
Program Matters: Name _____
Title _____
Address _____
Phone _____

Fiscal Matters: Name _____
Title _____
Address _____
Phone _____

Contractual Matters: Name _____
Title _____
Address _____
Phone _____

PLEASE INSERT RECIPIENT'S FEDERAL IDENTIFICATION NO. _____

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

By: 
Paul Panganiban

Title: Contract Administrator

Date: 10/7/04

SAN MATEO COUNTY HEALTH CENTER

By: _____
Title: Michael Nevin, President
SMC Board of Supervisors
Date: _____

University of California
Universitywide AIDS Research Program

EXHIBIT A

Award Notice

Principal Investigator: Dennis Israelski
Institution: San Mateo County Health Center
Project Title: Evaluation of a PTSD screening program for persons with HIV

Award #: CR01-SMCHC-091

This award notice for period: July 1, 2001 - June 30, 2002

Approved Budget:

Personnel (Salaries, Wages, Benefits)	72,038
Consultant/Contract	0
Supplies and Expenses	8,200
Equipment	0
Travel - Annual Meeting	200
Travel - Project-Related	1,553
Travel - Scientific Meetings	0
Indirect Costs	10,823
TOTAL:	92,814

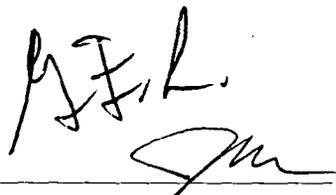
Anticipated award for FY 2002-2003 \$91,790;

Indirects adjusted to reflect indirect cost rate proposal negotiated by grantee on federal CSAT Grant
Indirects adjusted to reflect cost rate negotiated by agency for federal CSAT grant.

Obligations:

1. Inform UARP if you receive funds for related research from any other source
2. Submission of abstract and attendance at Annual Investigator's Meeting
3. Submission of Annual Progress and Fiscal Reports
4. Management of grant according to UARP Policies and Procedures
5. Attendance at UARP Collaborative Consortium Meetings

Refer to the Universitywide AIDS Research Program Guide to Policies and Procedures for specific policies governing the administration of this award. Direct any questions to the Universitywide AIDS Research Program Office, 300 Lakeside Drive, 6th Floor, Oakland, CA 94612-3550, Phone (510) 987-9855.



Executive Director
Charles L. Gruder
Special Research Programs

FOR INTERNAL USE ONLY

cc: Principal Investigator

09/17/2001

AGREEMENT NO. CR01-SMCHC-091
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
UNIVERSITYWIDE AIDS RESEARCH PROGRAM
and
SAN MATEO COUNTY HEALTH CENTER

THIS AGREEMENT is between The Regents of the University of California, (hereinafter called "The Regents") represented by the Office of the Vice President--Health Affairs, Universitywide AIDS Research Program (hereinafter called "UARP"), and San Mateo County Health Center (hereinafter called the "Recipient"), a non-profit institution.

WITNESS THAT

WHEREAS, the State of California Legislature has requested The Regents of the University of California establish and administer a program supporting research on Acquired Immune Deficiency Syndrome (AIDS); and

WHEREAS, the State of California has appropriated funds to The Regents for the administration of the Universitywide AIDS Research Program; and

WHEREAS, The Regents, in keeping with the outcome of a scientific peer review process and the advice of an appropriately constituted Scientific Advisory Committee, has recommended Recipient's proposal for the conduct of UARP research; and

WHEREAS, the Vice President for Health Affairs, acting on the recommendation of the Scientific Advisory Committee has approved Recipient's proposal for conducting UARP research,

NOW THEREFORE, the parties mutually agree as follows:

1. STATEMENT OF WORK

Recipient shall conduct UARP research in accordance with its proposal entitled Evaluation of a PTSD screening program for persons with HIV, which is incorporated herein by reference.

2. PERIOD OF PERFORMANCE

This Agreement shall be in effect from July 1, 2001 through June 30, 2002.

This Agreement will be continued through June 30, 2003, provided funds for AIDS research are appropriated for the following fiscal years from the California State Legislature to The Regents. The Regents will unilaterally amend the Agreement to extend the period of performance and other affected provisions.

3. TECHNICAL DIRECTION

The performance of the work shall be under the direction of the Principal Investigator, Dennis Israelski, in collaboration with Cheryl Koopman of Stanford University. See the Special Research Programs Grant Administration Manual, which can be found at <http://www.ucop.edu/srphome/uarp/Grant%20Admin%20manual/welcome.html>, for specific minimum percent effort and other requirements and actions requiring prior approval.

4. BUDGET AND EXPENDITURES

A. The total amount of funds made available and reimbursable to Recipient under this Agreement for the period starting July 1, 2001 through June 30, 2002 (FY01) shall not exceed \$92,814. Expenditures shall be in

accordance with the approved budgets, attached hereto as Exhibit A, and the rules and regulations detailed in the Special Research Programs Grant Administration Manual.

- B. It is anticipated that an amount not to exceed \$91,790 will be made available and reimbursable to Recipient under this Agreement for the second year of the project (FY02).
- C. In accordance with the Special Research Programs Grant Administration Manual, indirect costs are reimbursable for 13.2% of total direct costs, excluding equipment, or at the federally approved rate and base for Recipient institution (or other similarly established rate), whichever is less.

5. FISCAL AND ADMINISTRATIVE STANDARDS

Allowable costs and administration shall be governed by standards as set forth in this Agreement, the Special Research Programs Grant Administration Manual found on the internet at <http://www.ucop.edu/srphome/uarp/Grant%20Admin%20manual/welcome.html>, and Office of Management and Budget Circulars Nos. A-21 or A-122 as applicable, and A-110, in that order of precedence. (Note: Although funds used to support this Agreement are *non-federal*, reference to the OMB Circulars is included here to take advantage of established institutional practices and procedures.)

6. PAYMENT AND INVOICING

Payment for 100% of the first year project period will be released after execution of this Agreement by both parties, and clearance of the contingencies listed below.

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Payments are contingent upon:

- Execution of this Agreement by both parties. (Once, at initiation of this award.)
- Appropriation of future year funds by the California State Legislature, and issuance by The Regents of unilateral amendments to obligate subsequent year funding. (With each subsequent project period.)
- Clearance of *all* administrative issues, such as Human/Animal Subjects Approvals. (Annually.)
- Receipt of all required reports (Scientific Progress reports as described in Article 8 for continuing awards; Fiscal and Scientific Progress reports as described in Articles 7 and 8 for release of the final 20% of an expiring or terminating award.)

7. 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 UARP, 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 Special Research Programs Grant Administration Manual.

If a no-cost time extension is granted, an annual fiscal report must still be submitted within 90 days of the original termination date in addition to the final fiscal report due within 90 days of the new end date.

8. SCIENTIFIC PROGRESS REPORT

If a continuing year is anticipated, two copies of a scientific progress report regarding the research supported hereunder shall be submitted to UARP 30 days prior to the end of each program year. The format for the progress report is described in the Special Research Programs Grant Administration Manual.

In the final year of this Agreement, the scientific report shall be submitted to UARP within 60 days after expiration or termination of this Agreement, whichever occurs first. If a no-cost time extension is granted, an annual progress report must still be submitted 30 days prior to the end of the program year, in addition to the final report due within 60 days of the new end date.

The Principal Investigator or his/her representative shall attend the UARP's annual meeting to report preliminary data and progress of work. An abstract of research findings to date for the annual meeting is due to the UARP prior to the meeting. The UARP will notify the Principal Investigator of the time and place of such meeting.

9. PUBLICATION

Any publication resulting from the research supported by this Agreement must acknowledge such support. The wording to be used is "This research was supported by funds provided by the Universitywide AIDS Research Program, Grant Number CR01-SMCHC-091." One reprint of each publication shall be provided to the UARP.

10. TERMINATION

This Agreement may be terminated without cause by either party upon 30 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.

11. AMENDMENTS

Requests for No Cost Time Extensions, Carry-Forwards, Rebudgeting, and changes in Key Personnel may be approved by the UARP Program Official upon request by Recipient as described in the Special Research Programs Grant Administration Manual. All other amendments or modifications to this Agreement shall require execution on behalf of The Regents by the Director of Materiel Management and shall be by mutual consent of the parties in writing.

12. 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:

1. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
 - (a) Each Occurrence \$1,000,000
 - (b) Products/Completed Operations Aggregate \$1,000,000
 - (c) Personal and Advertising Injury \$1,000,000
 - (d) General Aggregate (Not applicable to the Comprehensive Form) \$3,000,000

If the above insurance is written on a claims-made form, it shall continue for three 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.

2. 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 research under this Agreement.
3. Workers' Compensation as required under California State law.
4. 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 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.

5. Commercial Blanket Bond with a limit no 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.
6. 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.
7. The coverages required under this Article shall not in any way limit the liability of the Recipient.
8. The coverages referred to under (1) and (2) of this Article shall include The Regents as an additional 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. A thirty (30)-day advance written notice (10 days for non-payment of premium) to The Regents of any modification, change or cancellation of any of the above insurance coverages is required. Upon the execution of this Agreement, Recipient shall furnish The Regents with Certificates of Insurance evidencing compliance with all requirements.

13. 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.

The Regents shall defend, indemnify, and hold Recipient, 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 The Regents, its officers, agents, or employees.

The Recipient covenants and warrants that the conduct of the research shall be in accord with all applicable federal and state regulations pertaining to the protection of human subjects, use of animal subjects, and handling of biohazard materials, and further covenants and warrants that approvals in these areas shall be secured from, and periodically reviewed by, a duly constituted institutional review committee for each relevant area.

14. 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 belong to the Recipient.
- C. Copyrights: All rights in copyright works created by the Recipient in the performance of work under this Agreement are the property of the Recipient. 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 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.

15. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans, Vietnam era veterans, and veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12990 relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex, age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations.

16. TITLE TO PROPERTY

Equipment is defined as non-expendable, tangible, personal property which has an acquisition cost of \$1,500 or more, is free standing, and has a normal life expectancy of one year or more. The Regents reserve the right to transfer title to equipment to The Regents or to a third party named by The Regents. The Regents shall notify the Recipient within 120

days from expiration of this Agreement of its intention to transfer title; otherwise title to equipment shall remain with the Recipient.

Expendable personal property will become property of the Recipient.

17. PROJECT PERSONNEL AND OTHER INFORMATION

THE REGENTS

Program and Fiscal Matters:

Janet Myers, (510) 987-9882
Universitywide AIDS Research Program
Office of Health Affairs
Office of the President
University of California
300 Lakeside Drive, 6th Floor
Oakland, CA 94612-3550

Contractual Matters:

Lourdes G. DeMattos, (510) 987-9850
Contracts and Grants Officer
Research Administration Office
University of California
1111 Franklin St., 5th Floor
Oakland, CA 94607-5200

RECIPIENT

Program Matters:

Name _____
Title _____
Address _____
Phone _____

Fiscal Matters:

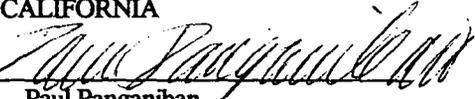
Name _____
Title _____
Address _____
Phone _____

Contractual Matters:

Name _____
Title _____
Address _____
Phone _____

PLEASE INSERT RECIPIENT'S FEDERAL IDENTIFICATION NO. _____

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

By: 
Paul Panganiban

Title: Contract Administrator

Date: 10/2/04

SAN MATEO COUNTY HEALTH CENTER

By: _____
Title: Michael Nevin, President

SMC Board of Supervisors

Date: _____

University of California
Universitywide AIDS Research Program

EXHIBIT A

Award Notice

Principal Investigator: Dennis Israelski
Institution: San Mateo County Health Center
Project Title: Evaluation of a PTSD screening program for persons with HIV

Award #: CR01-SMCHC-091

This award notice for period: July 1, 2001 - June 30, 2002

Approved Budget:

Personnel (Salaries, Wages, Benefits)	72,038
Consultant/Contract	0
Supplies and Expenses	8,200
Equipment	0
Travel - Annual Meeting	200
Travel - Project-Related	1,553
Travel - Scientific Meetings	0
Indirect Costs	10,823

TOTAL: 92,814

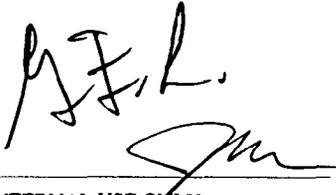
Anticipated award for FY 2002-2003 \$91,790;

Indirects adjusted to reflect indirect cost rate proposal negotiated by grantee on federal CSAT Grant
Indirects adjusted to reflect cost rate negotiated by agency for federal CSAT grant.

Obligations:

1. Inform UARP if you receive funds for related research from any other source
2. Submission of abstract and attendance at Annual Investigator's Meeting
3. Submission of Annual Progress and Fiscal Reports
4. Management of grant according to UARP Policies and Procedures
5. Attendance at UARP Collaborative Consortium Meetings

Refer to the Universitywide AIDS Research Program Guide to Policies and Procedures for specific policies governing the administration of this award. Direct any questions to the Universitywide AIDS Research Program Office, 300 Lakeside Drive, 6th Floor, Oakland, CA 94612-3550, Phone (510) 987-9855.



Executive Director
Charles L. Gruder
Special Research Programs

FOR INTERNAL USE ONLY

cc: Principal Investigator

09/17/2001

COUNTY OF SAN MATEO

HEATH SERVICES
Hospital and Clinics Division

MEMORANDUM

Date: October 4, 2001
To: Priscilla Morse, Risk Management/ Pony # EPS 163 Fax # 363-4864
From: Tere Larcina, Hospital and Clinics/Pony # HOS316/Fax # 2267
Subject: Contract Insurance Approval

CONTRACTOR: The Regents of the University of California

DO THEY TRAVEL:

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: More than one.

DUTIES (SPECIFIC): The Regents of the University of California, through the State of California will provide funds for AIDS research. The work will be performed under the direction of Dennis Israelski, the Principal Investigator, in collaboration with Cheryl Coopman of Stanford University.

<u>COVERAGE:</u>	Amount	Approve	Waive	Modify
Comprehensive Liability:	_____	_____	<input checked="" type="checkbox"/>	_____
Motor Vehicle Liability:	_____	_____	<input checked="" type="checkbox"/>	_____
Professional Liability:	_____	_____	<input checked="" type="checkbox"/>	_____
Worker's Compensation:	_____	_____	<input checked="" type="checkbox"/>	_____

REMARKS/COMMENTS:

We are required to provide proof of ins. to UC.

Priscilla Morse
SIGNATURE

**COUNTY OF SAN MATEO
APPROPRIATION TRANSFER REQUEST**

REQUEST NO.

DEPARTMENT Health Services-SMCHC Trials and Research DATE 12-31-01

1. REQUEST TRANSFER OF APPROPRIATIONS AS LISTED BELOW:

	C O D E S		AMOUNT	DESCRIPTION
	FUND OR ORG.	ACCOUNT		
From	68140	2655	60,000 00	Other Foundation Grants
To	68140	4111	46,150 00	Regular Hours-Perm Positions
	68140	4311	13,850 00	FICA

Justification. (Attach Memo if Necessary) This ATR will appropriate funding to pay for the salaries & benefits of Community Program Specialists to support the study and implementation of a screening program for Post-Traumatic Stress Syndrome among people with HIV in the county. Funding will come from the Regents of the Univ. of Calif./University-wide AIDS Research Program grant award. There is no change in Net County Cost.

DEPARTMENT HEAD
OK MP Margaret Taylor DATE 12/24/01

2. Board Action Required Four-Fifths Vote Required Board Action Not Required
 Remarks:

COUNTY CONTROLLER
 BY: _____ DATE _____

3. Approve as Requested Approve as Revised Disapprove
 Remarks:

COUNTY MANAGER
 BY: _____ DATE _____

DO NOT WRITE BELOW THIS LINE — FOR BOARD OF SUPERVISORS' USE ONLY

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA
 RESOLUTION TRANSFERRING FUNDS

RESOLUTION NO. _____

RESOLVED, by the Board of Supervisors of the County of San Mateo, that

WHEREAS, the Department hereinabove named in the Request for Appropriation, Allotment or Transfer of Funds has requested the transfer of certain funds as described in said Request; and

WHEREAS, the County Controller has approved said Request as to accounting and available balances, and the County Manager has recommended the transfer of funds as set forth hereinabove:

NOW, THEREFORE, IT IS HEREBY ORDERED AND DETERMINED that the recommendations of the County Manager be approved and that the transfer of funds as set forth in said Request be effected.

Regularly passed and adopted this _____ day of _____, 19____.

Ayes and in favor of said resolution: _____ Noes and against said resolution: _____

Supervisors: _____ Supervisors: _____

