

File No. 100807

Committee Item No. 5

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: City Operations & Neighborhood Ser. Date: June 28, 2010

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 Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Ethics Form 126 - <i>NA</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input 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 type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input 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)

<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

Completed by: Victor Young

Date June 24, 2010

Completed by: Victor Young

Date _____

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

1 [Accept and Expend Grant - President's Emergency Plan for Aid - \$200,331]

2
3 **Resolution authorizing the San Francisco Department of Public Health to accept and**
4 **expend retroactively a grant in the amount of \$200,331 from the University of California**
5 **San Francisco to assist with a project entitled President's Emergency Plan for Aid;**
6 **April 1, 2010 through March 31, 2011.**

7
8 WHEREAS, UCSF is the recipient of a grant award from the Centers for Disease
9 Control (CDC) to fund a project entitled "President's Emergency Plan for Aid;" and,

10 WHEREAS, Through this grant UCSF has agreed to fund DPH in the amount of
11 \$200,331 for the period of April 1, 2010 through March 31, 2011; and,

12 WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH
13 for four existing positions, two Senior Physician Specialists (Job Class #2232) at 0.40 FTE
14 and 0.20 FTE, one Manager I (Job Class #0922) at 0.10 FTE, and one Epidemiologist II (Job
15 Class #2803) at 0.20 FTE, for the period of April 1, 2010 through March 31, 2011; and,

16 WHEREAS, As a condition of receiving the grant funds, UCSF requires the City to
17 enter into an agreement (the "Agreement"), a copy of which is on file with the Clerk of the
18 Board of Supervisors in File No.100807; which is hereby declared to be a part of this
19 resolution as if set forth fully herein; and,

20 WHEREAS, A request for retroactive approval is being sought because the DPH did
21 not receive the Agreement until May 24, 2010 and,

22 WHEREAS, The grant budget includes a provision for indirect costs in the amount of
23 \$21,464; now, therefore, be it

24 **RESOLVED**, That DPH is hereby authorized to accept and expend a grant in the
25 amount of \$200,331 from UCSF; and, be it

FILE NO.

RESOLUTION NO.

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

4 FURTHER RESOLVED, That the Controller is directed to designate the positions
5 funded under this agreement as a "G" or grant-funded position which would terminate when
6 the agreement expires; and, be it

7 FURTHER RESOLVED, That the Director of Health is authorized to enter into the
8 agreement on behalf of the City.

9
10 RECOMMENDED:

11 

12 Mitchell Katz, M.D.
13 Director of Health

APPROVED:

14 

15 Office of the Mayor

16 

17 Office of the Controller
18
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Gavin Newsom
Mayor

Mitchell H. Katz, MD
Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Mitchell H. Katz, M.D. *MK*
Director of Health

DATE: June 3, 2010

SUBJECT: Grant Accept & Expend

GRANT TITLE: President's Emergency Plan for AID- \$200,331

Attached please find the original and 4 copies of each of the following:

- Proposed grant resolution, original signed by Department
- Grant information form, including disability checklist
- Grant budget and justification
- Agreement (1)

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Grace Alderson Phone: 554-2655

Interoffice Mail Address: Dept. of Public Health, 101 Grove St., Room 330

Certified copy required Yes

No

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

Grant Information Form
(Effective January 2000)

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: President's Emergency Plan for Aid
2. Department: Department of Public Health
AIDS Office
HIV Epidemiology Section
3. Contact Person: Henry Fisher Raymond Telephone: 554-9093
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$200,331
- 6a. Matching Funds Required: No
b. Source(s) of matching funds (if applicable): N/A
- 7a. Grant Source Agency: Centers for Disease Control (CDC)
b. Grant Pass-Through Agency (if applicable): The Regents of the University of California, San Francisco (UCSF)
8. Proposed Grant Project Summary:
This project will provide training and technical assistance for Surveillance Training and Modules, Most At Risk Populations (MARPS) Surveillance Activities, Triangulation Activities, Tanzania Anti-retroviral Therapy (ART) Outcomes, Literature Digest Activities.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: April 1, 2010 End-Date: March 31, 2011
10. If new positions are created, explain the disposition of employees once the grant ends? N/A
- 11a. Amount budgeted for contractual services: N/A
b. Will contractual services be put out to bid? N/A
c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? N/A
d. Is this likely to be a one-time or ongoing request for contracting out? N/A
- 12a. Does the budget include indirect costs? Yes No
b1. If yes, how much? \$21,464 b2. How was the amount calculated? 12% of total modified direct costs
c. If no, why are indirect costs not included? N/A

Not allowed by granting agency
 Other (please explain):

To maximize use of grant funds on direct services

14. Any other significant grant requirements or comments: DPH respectfully requests to accept and expend these funds retroactive to April 1, 2010 because the Department did not receive the agreement until May 24, 2010.

****Disability Access Checklist*****

15. 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 checked="" type="checkbox"/> New Program(s) or Service(s)
<input type="checkbox"/> New Site(s)	<input type="checkbox"/> New Structure(s)	

16. The Departmental ADA Coordinator and/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 access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: Jason Hashimoto

Date Reviewed: 6/3/10

Department Approval: Mitchell Katz
Mitchell Katz, M.D. Director of Public Health

Dept / Div: HPH-03
Fund Group: 28/CHS/GMC
Index Code: HCHPHIVSYGR
Grant Code:
Grant Detail: 1000

Atlanta HQ UCSF Technical Assistance to Support President's Emergency Plan for Aid
April 1, 2010 to March 31, 2011

Category/Line Item	Annual Salary	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. Sr. Physician Specialist 2232 7 W. McFarland	183,092	51,266	234,358	40%	0.40	15,258	12	73,237	20,506	93,743	ppe 4/2 & 4/16 average 27.26%
2. Manager I 0922 2 H. Raymond	103,888	30,489	139,377	10%	0.10	9,074	12	10,889	3,049	13,938	
3. Epidemiologist II 2803 5 T. Kellogg	94,978	26,594	121,572	20%	0.20	7,915	12	18,996	5,319	24,314	
4. Sr. Physician Specialist 2232 7 S. Schwartz	183,092	51,266	234,358	20%	0.20	15,258	12	36,618	10,253	46,872	
5. COLA 4%	0	0	0	0%	0.00	0	0	0	0	0	
6. STEP Increases 5%	0	0	0	0%	0.00	0	0	0	0	0	
TOTAL PERSONNEL:	570,050	159,614	729,664		0.90			139,740	39,127	178,867	
00101 SALARIES:											139,740
00103 MANDATORY FRINGE:											39,127
TOTAL PERSONNEL:											178,867
C. TRAVEL											
1. Local Travel (02301)										0	
2. Out-of-Jurisdiction Travel(02101)										0	
Sub Total TRAVEL										0	
D. EQUIPMENT											
1. Scanner (08081)										0	
Sub Total EQUIPMENT										0	
E. MATERIALS AND SUPPLIES											
1. Office supplies (04951)										0	
2. Non-inventoried equipment (04921)										0	
3. Laboratory Supplies (04431)										0	
Sub Total SUPPLIES										0	
F. CONTRACTUAL SERVICES (02739)											
1. PHFE										0	
Sub Total CONTRACTS										0	

Dept/ Div: HPH-03
 Fund Group: 2S/CHS/GINC
 Index Code: HCHP/HIV/SVGR
 Grant Code:
 Grant Detail: 1000

Category/Line Item	Annual Salary	Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	Comments
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- G. OTHER
1. Rent support/ny fac (03011)
 2. Telephone/Com (03241)
 3. Postage (03561)
 4. Photocopier leasing (03131)
 5. Photocopier Maintenance (02931)
 6. Reproduction Services (In House) (081PR)
 7. Reproduction/printing/graphic services (Outside) (03552)
 8. Staff Training (02201)
 9. Incentives (02783)
 10. Promotions/Advertising (03599)
 11. DP/MP Equipment Maint (02911)

TOTAL DIRECT COST 178,857
 Sub TOTAL OTHER 0
 TOTAL DIRECT COST 178,857

BUDGET SUMMARY

- A. SALARIES 139,740
- B. MANDATORY FRINGE 39,127
- C. TRAVEL 0
- D. EQUIPMENT 0
- E. MATERIALS AND SUPPLIES 0
- F. CONTRACT / MOU 0
- G. OTHER 0

DIRECT COSTS 178,867
 INDIRECT COST (12% of Total Modified Direct Cost) 21,464
 TOTAL BUDGET 200,331

AWARD 0
 SURPLUS/(DEFICIT) (200,331)

San Francisco Department of Public Health (SFDPH)
AIDS Office
HIV/AIDS Statistics & Epidemiology Section

**Atlanta HQ UCSF Technical Assistance to Support President's Emergency
Plan for Aid**

BUDGET JUSTIFICATION
April 1, 2010 – March 31, 2011

A. PERSONNEL
B. MANDATORY FRINGE

1. 0.40 2232 – Sr. Physician Specialist: W. McFarland
Annual Salary \$183,092 x 0.40 FTE for 12 months = \$73,237
Mandatory Fringe Benefits (@ 28%) = \$20,506 \$93,743

Dr. McFarland will provide training and technical assistance for Surveillance workshops.

2. 0.10 0922 – Manager I: H. Raymond
Annual Salary \$108,888 x 0.10 FTE for 12 months = \$10,889
Mandatory Fringe Benefits (@ 28%) = \$3,049 \$13,938

Mr. Raymond will provide training and technical assistance for Surveillance workshops.

3. 0.20 2803 – Epidemiologist II: t. Kellogg
Annual Salary \$94,978 x 0.20 FTE for 12 months = \$18,996
Mandatory Fringe Benefits (@ 28%) = \$5,319 \$24,314

Mr. Kellogg will provide technical assistance, mentor and data analysis support for Tanzania ART Outcome project.

4. 0.20 23222 – Sr. Physician Specialist: S. Schwarcz
Annual Salary \$183,092 x 0.20 FTE for 12 months = \$36,618
Mandatory Fringe Benefits (@ 28%) = \$10,253 \$46,872

Dr. Schwarcz will provide training and technical assistance for Surveillance workshops and literature digest activities.

Total Personnel:	\$178,867
Total Salaries	\$139,740
Total Fringe	\$39,127
TOTAL PERSONNEL:	\$178,867

C. TRAVEL **\$0**

D.	EQUIPMENT	\$0
E.	SUPPLIES	\$0
F.	CONTRACTUAL	\$0
G.	OTHER	\$0
	TOTAL DIRECT COSTS	\$178,867
H.	INDIRECT COSTS (12% of total modified direct costs)	\$21,464
	TOTAL BUDGET:	\$200,331

Subaward 6051sc
between
The Regents of the University of California
and
San Francisco Department Public Health
Prime Grant Number: U2 GPS001468
DPA / Fund Numbers: 444250 / 29515
CFDA Number: 93.067

This Agreement ("Agreement") is by and between The Regents of the University of California, on behalf of its San Francisco campus, a corporation of the State of California ("University"), and San Francisco Department of Public Health (Subcontractor).

WHEREAS, University is the recipient of Grant Number U2 GPS001468 ("Award") from the Department of Health and Human Services, Centers for Disease Control and Prevention ("Agency"), for the conduct of a program titled "Atlanta HQ UCSF Technical Assistance to Support President's Emergency Plan for Aid" as detailed in the application previously submitted to the Agency; and

WHEREAS it is considered in the best interests of the Agency and University for Subcontractor to participate in this project;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, University and Subcontractor agree to a cost-reimbursement agreement under this Award.

Article I - Scope of Work

Subcontractor shall perform those tasks described in Attachment A, Scope of Work, attached hereto and incorporated by reference.

Article II - Principal Investigators

George Rutherford, MD, is the Principal Investigator designated for University. Any significant changes in the performance of this agreement as outlined in Subcontractor's proposal and Scope of Work require authorization by the University's Principal Investigator. Subcontractor has designated William McFarland, MD, as its Project Director who shall be responsible for the technical and administrative conduct of the project covered by this Agreement. In the event that a change in Subcontractor's Project Director is necessary, University must be notified in writing immediately and University has the right to approve any Subcontractor Project Director.

Article III - Term

The term of this Agreement shall begin on 4/1/2010 ("Commencement Date") and shall not extend beyond 3/31/2011 ("Termination Date") unless agreed to in writing by both parties. Subcontractor will submit a continuation application to University in the form and time designated by University if continuation is intended beyond the above referenced termination date.

Article IV - Compensation

For the performance of this Agreement University shall pay Subcontractor the cost thereof determined by University to be allowable in accordance with:

(1) The Budget, attached hereto as Attachment B and incorporated by reference. The total amount available to Subcontractor for the period reflected in Article III is \$200,331.00. This amount shall not be exceeded without the University Principal Investigator's written authorization and subsequent formal amendment to this Agreement.

(2) The Agency's policies and the terms and conditions of Award, which are attached to this Agreement as Attachment D and incorporated by reference.

(3) The terms of this Agreement.

Article V - Method of Payment, Financial Report Requirements

Subcontractor shall submit quarterly invoices for the allowable costs incurred in the performance of the work hereunder to University. Subcontractor invoices shall be in the format shown in Attachment C, attached hereto and incorporated by reference. Subcontractor invoices shall reference the Subaward number, the DPA number and the Fund number and shall be sent to the attention of:

University of California
Accounting Office - Accounts Payable
Attn: Subcontracts Desk
Box 0812
San Francisco, CA 94143-0812
Subcontract@accounting.ucsf.edu

Substantiating documents such as travel receipts, purchase orders, time records, and so forth, shall be retained as provided in Article XVII and the Subcontractor is expected to keep an accurate accounting of all costs incurred in the performance of this Agreement. All costs incurred under this Agreement must be based on actual costs. Final payment will be made only upon receipt of a progress report and a report of expenditures for the budget period as provided in this Agreement.

The final invoice, clearly marked final, shall be submitted within forty five (45) days after the term indicated in Article III and shall include only those charges incurred during the referenced term. Funds not expended during this term will revert to University unless prior written approval has been obtained for carry forward. If the final invoice cannot be submitted within such 45-day period, Subcontractor shall notify University's Extramural Funds Section of the Accounting Office in writing within the 45-day period, indicating the reason for the delay; otherwise, funds will not be available to Subcontractor.

Article VI - Rebudgeting of Funds

Rebudgeting is allowable provided that it is in compliance with the terms of the Award and Agency guidelines or policies.

Article VII - Progress Reporting Requirements

Interim progress reports are required if continuation is intended beyond the Termination Date and shall be submitted to the University within thirty (30) days of the Termination Date of this Agreement. Terminal progress reports must be submitted to University within ninety (90) days after the Termination Date of this Agreement. The report should include a summary statement of progress toward the achievement of the originally stated aims, a list of the positive and negative results which are considered to be significant by the Project Director, and a list of publications resulting from the project with plans (if any) for further publication. All progress reports shall be submitted to University's Principal Investigator.

Article VIII - Publicity and Publication

Neither party will use the name of the other party or its employees in any advertisement, press release, or other publicity without the prior written approval of the other party. Subcontractor understands that the California Education Code section 92000 provides that the name "University of California" is the property of the State of California and that no person shall use that name without permission of The Regents of the University of California. Such permission may be granted by the Chancellor or his designee. University has the right to acknowledge Subcontractor's participation in and support of the work performed under this Agreement in press releases, scientific publications, and other scientific communications.

Publication of project results shall acknowledge support from the Award made to University from Agency. Four reprints of publications resulting from work performed in whole or part under this Agreement shall be submitted to the University's Principal Investigator.

Article IX - Copyrights

Subcontractor understands that, except as otherwise provided in the conditions of the Award, when publications or similar materials are developed from work supported in whole or in part by this Agreement a copy of such materials and a royalty-free and other fee-free license to use them for educational and research purposes shall be provided to University. Any such copyrighted or copyrightable materials shall be subject to a royalty-free, nonexclusive, and irrevocable license to the University to reproduce, to publish, or otherwise to use them and to authorize others to do so.

Article X - Patents and Inventions

Subcontractor shall promptly and fully disclose in writing to the University any invention that is made with the financial support, in whole or in part, under this Agreement. Subcontractor shall include a transmittal letter report about the invention to University and shall include this Agreement Number along with the transmittal. Title to any such inventions shall be assigned in accordance with U.S. Patent Laws. In the case of patent rights that are jointly owned by the University and Subcontractor, the University and Subcontractor will enter into an interinstitutional agreement specifying which party will be responsible for managing the joint patent rights. No patent or patent application shall be abandoned by the responsible party without first notifying the joint owner and Agency in writing ninety (90) days in advance of abandoning the patent or patent application, and according the joint owner the opportunity to take sole title to the invention and continue to prosecute and/or maintain the patent rights at its own expense. If the joint owner declines to prosecute and/or maintain the patent rights, it will notify the Agency in writing sixty (60) days in advance of abandoning the patent or patent application. Subcontractor agrees to abide by any agreements between the University and the Agency with respect to patent policy.

Article XI - Equipment Accountability

Subcontractor shall utilize sound purchasing and inventory procedures and maintain adequate records to account for the purchase, inventory and disposition of equipment acquired under this Agreement. Title to equipment shall reside with the Subcontractor.

Article XII - Independent Contractor

Subcontractor is deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing contained herein shall be construed as creating the relationship of employer and employee between University and Subcontractor or its officers, agents, and employees.

Article XIII - Indemnification

Subcontractor shall defend, indemnify, and hold University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Subcontractor, its officers, employees, or agents.

University shall defend, indemnify, and hold Subcontractor, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, or agents.

Article XIV - Early Termination

Notwithstanding the provisions of Article III above, either party may terminate this Agreement upon thirty (30) days written notification to the other. In the event of such early termination, Subcontractor shall take all reasonable steps to minimize further costs, and shall be entitled to reimbursement for costs and noncancellable obligations incurred prior to the effective date of such early termination, except in no event shall such reimbursement exceed the amount set forth in Article IV. If the Agreement is terminated early, then Subcontractor shall deliver such information and items completed up to the early termination date to the

University, including partially completed plans, drawings, data, documents, surveys, maps, reports and models.

Article XV - Protection of Human Subjects

If research involving human subjects is performed under this Agreement, Subcontractor shall comply with Department of Health and Human Services ("DHHS") policies and regulations on the Protection of Human Subjects (45 CFR 46 as amended). Subcontractor shall provide to University evidence of approval by Subcontractor's Institutional Review Board. Under governing regulations, federal funds administered by DHHS shall not be expended for, and individuals shall not be enrolled in, research involving human subjects, without prior approval by the Office for Human Research Protections ("OHRP") of an assurance to comply with the requirements of 45 CFR 46 to protect human research subjects. This restriction also applies to all performance sites without OHRP-approved assurances, whether domestic or foreign.

Subcontractor shall submit to the University an approved assurance, reviewed and approved by the appropriate Subcontractor Institutional Review Board, that the rights and welfare of any human subjects involved in this project are adequately protected in accordance with DHHS policies and regulations on the Protection of Human Subjects.

Article XVI - Care and Treatment of Laboratory Animals

If research involving animals is performed under this Agreement, Subcontractor shall comply with Public Health Service Policy on Humane Care and Use of Laboratory Animals (as mandated by Public Law 99-158 as amended) and shall follow the guidelines prescribed in the National Academy of Sciences Publication dated July 1996 (revised October 1996), *Guide for the Care and Use of Laboratory Animals*. Evidence of approval by Subcontractor's Institutional Animal Care and Use Committee shall be provided to University.

Article XVII - Audit and Records

A. Financial records, supporting documents and other records pertinent to this Agreement shall be retained by Subcontractor for a period of four (4) years from the date of submission of the final expenditure report, except that records pertaining to audits, appeals, litigation or settlement of claims arising out of performance of this Agreement shall be retained until such audits, appeals, litigation or claims have been disposed of.

B. All research records, including but not limited to original data and primary data-yielding materials, secondarily derived tables and figures, and statistical tabulations and other summaries, pertinent to this Agreement shall be made available to University upon its request and shall be retained by Subcontractor for a period of four (4) years from the termination date of this Agreement, except that records pertaining to any allegation of scientific misconduct or investigation, appeal, administrative proceeding or litigation relating to any charge arising out of the scientific performance of this Agreement shall be retained until three (3) years after the later of the conclusion of the allegation, investigation, appeal, administrative proceeding, litigation or acceptance by University of a final report pertaining thereto.

C. If any audit report reflects major shortcomings in Subcontractor's internal control systems, University may impose more stringent prior approval requirements for certain types of expenditures and/or rebudgeting and may require detailed supporting documentation for all claims for reimbursement until University is satisfied that necessary corrective action has been, or will be taken.

D. The University, the Agency, and any of their duly authorized representatives shall have access at any reasonable time after prior written notification to pertinent books, documents, papers and records of Subcontractor in order to make audits, examinations, excerpts and transcripts. In the event that any payment made to the Subcontractor is determined on the basis of such audits to be unallowable the Subcontractor shall promptly refund the unallowable amount to University upon demand.

Article XVIII - Civil Rights and Equal Employment Opportunity

Subcontractor agrees to comply with Title VI of the Civil Rights Act of 1964 and Executive Order 11246 and have on file with the DHHS an Assurance of Compliance with the Civil Rights Act of 1964 (Form HHS 441).

Article XIX - Agency Policies

Subcontractor agrees to follow the policies of the Agency as outlined in the terms and conditions of the Award, attached to this Agreement as Attachment D and incorporated by reference. If those policies are in conflict with the terms of this Agreement, the terms of this Agreement take precedence over those policies.

Article XX - Notices

Notices required or permitted under this Agreement shall be effective only if given in writing and delivered by personal service or by registered mail, addressed as follows:

To University: The Regents of the University of California
Office of Sponsored Research
Attention: Contracts and Grants Officer
University of California
3333 California Street, Suite 315
San Francisco, CA 94143-0962

To Subcontractor: Sajid Shiakh
San Francisco Department of Public Health
1380 Howard Street, 4th Floor
San Francisco, CA 94103

Article XXI - Governing Law

This Agreement is governed by the laws of the State of California.

Article XXII - Entire Agreement

This Agreement states the entire contract between the parties with respect to the subject matter of this Agreement and supersedes any previous or contemporaneous written or oral representations, statements, negotiations or agreements. Subcontractor acknowledges that it has not been induced to enter into this Agreement by any oral or written statements or representations not expressly provided in this Agreement.

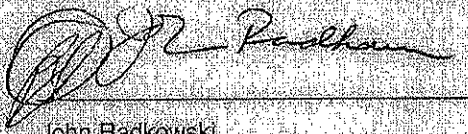
Article XXIII - Signatory

Subcontractor warrants that the signatory has the authority to execute this Agreement on behalf of Subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the month, day and year specified below.

The Regents of the University of California

San Francisco Department of Public Health

By 

John Radkowski
Contracts and Grants Officer
Office of Sponsored Research

By 

Name: Barbara Garcia
Title: Deputy Director of Health

Date 05/18/10

Date May 19, 2010

Scope of Work
SFDPH Subcontract
April 1, 2010 - March 31, 2011
CDC-U2GPS001468-02

1. Surveillance Training and Modules:

Deliverables: MARPS Module 5-6 Facilitation in Namibia (W. McFarland); Production of surveillance modules, facilitate Surveillance workshops as requested by CDC TIQ, selected surveillance TA as requested; Production of BSS analysis module.

Staff Allocations: Willi McFarland - .05
Henry Raymond - .10
Sandy Schwarz - .10

2. MARPS Surveillance Activities:

Deliverables: Attend and facilitate MARPS meetings and provide TA for materials development. Attend and facilitate Bucharest, Tanzania and Namibia regional size estimation meetings, attend materials development meetings in SE - finalize and review training materials.

Staff Allocations: Willi McFarland - .15

3. Triangulation Activities:

Deliverables: Attend various meetings, assist with data interpretation and facilitate final workshop in Vietnam. Lead Ukraine triangulation activities (pre-stakeholders meeting, data analysis, and final workshop facilitation). Assist with general oversight for all triangulation activities.

Staff Allocations: Willi McFarland - .20

4. Tanzania ART Outcomes

Deliverables: Clean and analyze data; complete data analysis and writing workshop; Provide technical assistance, mentoring, and data analysis support for Tanzania ART Outcome project including 3 weeks in-country for data analysis and return trips for analysis and writing workshops.

Staff Allocations: Tim Kellogg - .20

5. Literature Digest Activities:

Deliverables: Four summaries of recent evaluation publications per month for production of monthly lit digest.

Staff Allocations: Sandra Schwarz - .10

INVOICE

ATTACHMENT C

The Regents of the University of California
 Controller's Office, Box 0812
 San Francisco, CA 94143-0812
 Attn: Accounts Payable/Subcontracts Desk
 Tel. Nos. 415-476-7907; 415-476-8461; FAX #415-476-6168

Sub Contractor's Name _____
 Sub Contractor's Address _____

 Contact Person _____
 Telephone # _____

Wire Information (if to be paid by wire) _____

Sub Contract No. _____
 Invoice No. _____
 Period Covered: _____
 Date of Invoice: _____
 Final: Yes _____ No _____

ITEM	BUDGET	CURRENT EXPENSE	CUMULATIVE EXPENSES TO DATE	UNEXPENDED BALANCE
Personnel Costs				
Salaries				
Benefits				
TOTAL PERSONNEL				
Operating Costs				
Consultants				
Equipment				
Supplies				
Travel				
Patient Care				
Alterations/Renovations				
Consortium/Contractual				
Other Expenses				
TOTAL OPERATING				
TOTAL DIRECT COSTS				
Indirect @ _____ %				
Base: Personnel, TDC, MTDC				
Other (Circle one)				
TOTAL COSTS				
PROGRAM INCOME*				
TOTAL NET COST				

EXPENSE REQUEST THIS INVOICE

I certify that all expenditures reported are for appropriate purposes and in accordance with the terms and conditions of the contract.

Invoice form is available in Excel & can be requested by E-mail to: stuzara@accounting.ucsf.edu or mgalloway@accounting.ucsf.edu

Date _____ Signatures & Title _____

PROGRAM INCOME IS ENTERED AS ACREDIT TO OFF-SET TOTAL COST

Revised 04/07



COOPERATIVE AGREEMENTS
Department of Health and Human Services
Centers for Disease Control and Prevention
NATIONAL CENTER FOR HIV, VIRAL HEPATITIS, STDS AND TB PREVENTION

Notice of Award

Issue Date: 05/07/2010



ATTACHMENT D

Grant Number: 5U2GPS001468-02

Principal Investigator(s):
GEORGE WILLIAMS RUTHERFORD, MD

Project Title: ATLANTA HQ UCSF TECHNICAL ASSISTANCE TO SUPPORT PRESIDENTS
EMERGENCY PLAN FOR AID

JOAN ERICA KAISER
REGENTS OF UC SAN FRANCISCO
3333 CALIFORNIA STREET
SUITE 315
SAN FRANCISCO, CA 94118

Award e-mailed to: corasteam@ucsf.edu

Budget Period: 04/01/2010 – 03/31/2011

Project Period: 04/01/2009 – 03/31/2014

Dear Business Official:

The Centers for Disease Control and Prevention hereby awards a grant in the amount of \$1 (see "Award Calculation" in Section I and "Terms and Conditions" in Section II) to CALIFORNIA UNIV SAN FRANCISCO in support of the above referenced project. This award is pursuant to the authority of Section 307 Public Health Service Act 42 U.S.C. Section 2421 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

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

Sincerely yours,

Randolph Williams
Grants Management Officer
Centers for Disease Control and Prevention

Additional information follows

SECTION I – AWARD DATA – 5U2GPS001468-02

Award Calculation (U.S. Dollars)

Salaries and Wages	\$515,080
Fringe Benefits	\$129,308
Personnel Costs (Subtotal)	\$644,388
Equipment	\$9,200
Supplies	\$8,724
Consortium/Contractual Cost	\$182,935
Travel Costs	\$264,819
Other	\$145,094

Federal Direct Costs	\$1,254,860
Federal F&A Costs	\$285,141
Approved Budget	\$1,540,001
Federal Share	\$1,540,001
Less Unobligated Balance	\$1,540,000
TOTAL FEDERAL AWARD AMOUNT	\$1

AMOUNT OF THIS ACTION (FEDERAL SHARE) \$1

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

03	\$500,000
04	\$500,000
05	\$500,000

Fiscal Information:

CFDA Number: 93.067
 EIN: 1946036493A6
 Document Number: UPS001468A

IC	CAN	2010	2011	2012	2013
PS	921ZGZH	\$1	\$500,000	\$500,000	\$500,000

SUMMARY TOTALS FOR ALL YEARS			
YR	THIS AWARD	CUMULATIVE TOTALS	
2		\$1	\$1
3	\$500,000		\$500,000
4	\$500,000		\$500,000
5	\$500,000		\$500,000

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

CDC Administrative Data:

PCC: N / OC: 4151 / Processed: WILLIAMS0012-05/06/2010

SECTION II – PAYMENT/HOTLINE INFORMATION – 5U2GPS001468-02

For payment information see Payment Information section in Additional Terms and Conditions.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhsfips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

SECTION III - TERMS AND CONDITIONS - 5U2GPS001468-02

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

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:
Additional Costs

SECTION IV - PS Special Terms and Conditions - 5U2GPS001468-02

1. **INCORPORATION:** This award is subject not only to any terms and conditions detailed in the award, but also to those cited and incorporated by reference. Funding Opportunity Number PS09-904 entitled "Technical Assistance in Support of HIV Prevention, Care, and Treatment Programs and Other Infectious Diseases that Impact HIV-Infected Patients in Support of PEPFAR" and the application dated February 26, 2010 are made a part of this award by reference.

This action awards funds in the amount of \$1.00 for budget period 02 from 04/01/2010 to 03/31/2011. The project period ends on 03/31/2014. The continuation application has been reviewed and approved in the amount of \$6,750,000. This award is partially funded in the amount of \$1.00. The awarding of the remaining \$6,749,999 during the budget period is subject to availability of funds.

2. **GOVERNING REGULATIONS, POLICIES AND PROCEDURES:** Title 45 Code of Federal Regulation (CFR) Part 74, 2 CFR Part 215 Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and 2 CFR Part 220, Cost Principles for Educational Universities.

3. **INDIRECT COSTS:** Indirect costs are based upon the agreement dated December 14, 2005.

4. **ESTIMATED UNOBLIGATED BALANCE:** The amount of \$1,540,000 in estimated unobligated funds from budget year 01 is carried forward for use in this budget period. If actual unobligated balance is less when the Final Financial Status Report (FSR), SF 269 is submitted, then the amount used on this award will be reduced by the difference between the estimated and the actual.

5. HUMAN SUBJECTS - DATA COLLECTION:

Data collection activities, evaluations or assessments, examination of patient records done for the purpose of research, evaluation or surveillance will require protocol submission, review and approval or determination from CDC/Atlanta prior to implementation. Also, any impact evaluation that would involve surveys, interviews, focus groups, etc. would need protocols in advance for human subject review and approval. Any local IRB approvals, IRB-exempt determinations or institutional non-research determinations already obtained that relate to project activities should be submitted to CDC GAP/Atlanta. Funding for activities that are clearly service delivery may proceed without restrictions.

6. REPORTING REQUIREMENTS:

a. The SF-269 (Financial Status Report - FSR) is due to the CDC Grants Management Office no later than 90 days after the end of each budget period (June 30, 2011). The FSR is not to report costs cumulatively.

b. An Annual Progress Report is due to the Grants Management Specialist no later than 90 days after the end of the budget period (June 30, 2011). The format for the progress report may be obtained from the project officer.

c. An interim progress report is due no less than 90 days before the end of the budget period, which serves as your non-competing continuation application. The interim progress report will be requested at the appropriate time by the Grants Management Office.

FUNDING OF FUTURE NON-COMPETING CONTINUATION AWARDS IS CONDITIONED ON THE AVAILABILITY OF FUNDS, SATISFACTORY PROGRESS BY THE RECIPIENT, AND AN AWARDING OFFICE DETERMINATION THAT CONTINUED FUNDING IS IN THE BEST INTEREST OF THE GOVERNMENT.

7. FOREIGN TRAVEL: Recipient Institutions must comply with the requirement that a U.S. flag air carrier be used by domestic grantees to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement shall not be influenced by factors of cost, convenience or personal travel preference.

8. CORRESPONDENCE: All correspondence regarding this award must be identified with the award number as shown on the face page of this award.

9. PRIOR APPROVAL: All requests that require the prior approval of the Grants Management Officer must bear the signature of an authorized official of the grantee business office as well as that of the principal investigator or program director. Any request received without two signatures will be returned. Additionally, any requests involving funding issues must include a new proposed budget and a narrative justification of the requested changes.

10. EQUIPMENT AND PRODUCTS: To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. Title to equipment acquired by a recipient with HHS funds shall vest in the recipient, subject to the conditions in 45 CFR 74.34. In addition, the recipient's property management standards for equipment acquired with Federal funds and federally-owned equipment shall be maintained in accordance with 45 CFR 74.34.

11. INVENTIONS: Acceptance of grant funds obligates recipients to comply with the standard patent rights clauses in 37 CFR 401.14.

12. PUBLICATIONS: Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, such as: "This publication (journal article, etc.) was supported by Cooperative Agreement Number PS001637 from the Centers for Disease Control and Prevention (CDC). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of CDC."

13. ACKNOWLEDGMENT OF FEDERAL SUPPORT: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

14. INSPECTOR GENERAL: The HHS Office of the Inspector General (OIG) maintains a toll-free telephone number, (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhs@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, and Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

15. PAYMENT INFORMATION

Automatic Drawdown:

Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS is administered by the Division of Payment Management, Program Support Center, HHS. PMS will forward (1) the HHS Manual for Recipients Financed under the Payment Management System; (2) (PMS), PMS-270 (Request for

Advance and Reimbursement); (3) PMS-272 (Status of Federal Cash) forms; (4) a contact person's name; and (5) instructions regarding direct deposit and other payment routes.

A. PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows: Division of Payment Management, FMS/PSC/HHS, P.O. Box 6021, Rockville, MD 20852.

B. For all other carriers, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows: Division of Payment Management, FMS/PSC/HHS, 5600 Fishers Lane - 11-33, 11th Floor - Head House Wing, Rockville, MD 20857.

C. By drawing or otherwise obtaining funds for the award from the grant payment system, the recipient accepts the terms and conditions of the award and agrees to perform in accordance with the requirements of the award.

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.

16. **AUDIT REQUIREMENT:** OMB Circular A-133, Audits of States, Local Governments and Non-profit Institutions establish audit requirements for this award.

17. **CAPACITY BUILDING REQUIREMENTS:** The grantee agrees to implement strategies for facilitating scale-up and sustainability of activities supported under this agreement that include building on and strengthening existing local networks and institutions that benefit the populations served. The grantee shall endeavor to strengthen indigenous capacity in all aspects of this agreement, and especially focus on human capacity development.

As part of the work-plan, the grantee shall develop a credible plan to phase out and devolve activities and management to local partners and beneficiaries. The work-plan will include a time-line for the achievement of organizational or human capacity sustainability and track progress towards that end. Renewals of this agreement will be based on the progress towards the accomplishment of the phase-out plan and such proposals should specify how capacity will be transferred to indigenous groups over the full award period.

18. **TRAFFICKING IN PERSONS:** This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term and condition, go to: http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_for_Trafficking_in_Persons.shtml.

19. **CDC CONTACT NAMES:**

Programmatic Contact:
Abu Abdul-Quadar, Project Officer
CDC/Global AIDS Program
Corporate Square, Bldg. 1, MS E-30
Atlanta, GA 30329
Telephone: (404) 639-4505
Email: AAbdul-Quader@cdc.gov

STAFF CONTACTS

Grants Management Specialist: Ina Jee
Procurement and Grants Office
Center for Disease Control and Prevention
Koger Center/Colgate Bldg/Room 2604
MS K75
Atlanta, GA 30331
Email: ipc6@cdc.gov Phone: 770-488-2919 Fax: 770-488-2688

Grants Management Officer: Randolph Williams
Centers For Disease Control and Prevention
Procurement and Grants Office
2920 Brandywine Road, Room 2714 Mailstop: K - 75
Atlanta, GA 30341

Email: gur2@cdc.gov Phone: 770-488-9382 Fax: 770-488-2688

SPREADSHEET SUMMARY
GRANT NUMBER: 5U2GPS001468-02

INSTITUTION: UNIVERSITY OF CALIFORNIA SAN FRANCISCO

Budget	Year 2	Year 3	Year 4	Year 5
Salaries and Wages	\$515,080			
Fringe Benefits	\$129,308			
Personnel Costs (Subtotal)	\$644,388			
Equipment	\$9,200			
Supplies	\$8,724			
Consortium/Contractual Cost	\$182,835			
Travel Costs	\$264,619			
Other	\$145,094			
TOTAL FEDERAL DC	\$1,254,860	\$500,000	\$500,000	\$500,000
TOTAL FEDERAL F&A	\$285,141			
TOTAL COST	\$1	\$500,000	\$500,000	\$500,000

