

File No. 111043

Committee Item No. _____

Board Item No. 45

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Board of Supervisors Meeting

Date September 27, 2011

Cmte Board

- | | | |
|--------------------------|-------------------------------------|----------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input type="checkbox"/> | <input checked="" 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"/> | Youth Commission Report |
| <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 type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Ethics Form 126 |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Correspondence |

OTHER

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Completed by: Andrea Ausberry Date September 21, 2011

Completed by: _____ 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 - Atlanta HQ University of California San Francisco Technical
2 Assistance - \$27,189]

3
4 **Resolution authorizing the Department of Public Health to retroactively accept and**
5 **expend a grant from the University of California San Francisco in the amount of**
6 **\$27,189 to participate in a program entitled "Atlanta HQ UCSF Technical Assistance to**
7 **Support President's Emergency Plan for AID;" for the period of April 1, 2011, through**
8 **March 31, 2012.**

9
10 WHEREAS, UCSF is the recipient of a grant award from the Centers for Disease
11 Control (CDC) supporting the Atlanta HQ UCSF Technical Assistance to Support President's
12 Emergency Plan for AID; and

13 WHEREAS, With a portion of these funds, UCSF has subcontracted with DPH in the
14 amount of \$62,123 for the period of April 1, 2011 through March 31, 2012; and,

15 WHEREAS, As a condition of receiving the grant funds, UCSF requires the City to
16 enter into an agreement (the "Agreement"), a copy of which is on file with the Clerk of the
17 Board of Supervisors in File No.111043; which is hereby declared to be a part of this
18 resolution as if set forth fully herein; and

19 WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH
20 for one existing position, one Senior Physician Specialist (Job Class 2232) at .10 FTE, for the
21 period of April 1, 2011 through March 31, 2012; and

22 WHEREAS, A request for retroactive approval is being sought because DPH did not
23 receive notification of the subaward until July 27, 2011 for a project start date of April 1, 2011;
24 and,

FILE NO.

RESOLUTION NO.

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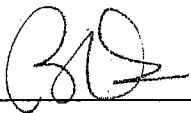
WHEREAS, The budget includes a provision for indirect costs in the amount of \$2,913; now, therefore, be it

RESOLVED, That DPH is hereby authorized to accept and expend a grant retroactively in the amount of \$27,189 from UCSF; and, be it

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

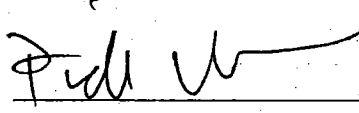
FURTHER RESOLVED, That the Director of Health is authorized to enter into the agreement on behalf of the City.

RECOMMENDED:



Barbara A. Garcia, MPA
Director of Health

APPROVED:



for Office of the Mayor



Office of the Controller



Edwin M. Lee
Mayor

Barbara A. Garcia, MPA
Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Barbara A. Garcia
Director of Health

DATE: August 25, 2011

SUBJECT: Grant Accept and Expend

GRANT TITLE: Atlanta HQ UCSF Technical Assistance to Support
President's Emergency Plan for AID - \$27,189

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 -
- Budget and Budget Justification
- Grant application: Not Applicable. No application submitted. Asked to participate in the project.
- Agreement / Award Letter
- Other (Explain):

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Richelle-Lynn Mojica

Phone: 255-3555

Interoffice Mail Address: Dept. of Public Health, Office of Quality Management for
Community Programs, 1380 Howard St.

Certified copy required Yes

No

File Number: 111043
(Provided by Clerk of Board of Supervisors)

Grant Information Form
(Effective March 2005)

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: Atlanta HQ UCSF Technical Assistance to Support 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: \$27,189
- 6a. Matching Funds Required: \$0
b. Source(s) of matching funds (if applicable):
- 7a. Grant Source Agency: Centers for Disease Control and Prevention
b. Grant Pass-Through Agency (if applicable): The Regents of the University of California
8. Proposed Grant Project Summary: To support countries on data use and strategic HIV counseling and testing (HTC) program planning and resource allocation in terms of identifying where HIV testing resources are in regards to need.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: 04/1/2011 End-Date: 03/31/2012
- 10a. Amount budgeted for contractual services: No
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
- 11a. Does the budget include indirect costs? Yes No
b1. If yes, how much? \$2,913
b2. How was the amount calculated? 12% of total direct costs
c. If no, why are indirect costs not included?
 Not allowed by granting agency To maximize use of grant funds on direct services
 Other (please explain):
c2. If no indirect costs are included, what would have been the indirect costs?

12. Any other significant grant requirements or comments:

We respectfully request for approval to accept and expend these funds retroactive to April 1, 2011. The Department received the subaward on July 27, 2011.

Grant Code is: HCAO45/11

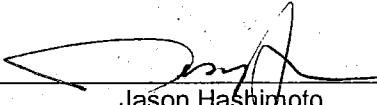
****Disability Access Checklist****

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

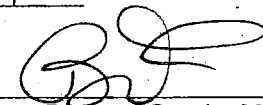
- | | | |
|------------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s) | <input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

14. The Departmental ADA Coordinator 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: 8/26/11

Department Approval:  _____
Barbara Garcia, MPA Director of Public Health

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
 AIDS Office - HIV Epidemiology Section
 Atlanta HQ UCSF Technical Assistance to Support President's Emergency Plan for AID
 April 1, 2011 to March 31, 2012

Dept / Div: HPH-03
 Fund Group: 2S/CHS/GNC
 Index Code: HCHPDHIVSVGR
 Grant Code: HCAO45
 Grant Detail: 1100

Category/Line Item	Annual Salary	32.60% Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	Comments
A. PERSONNEL											
** 1. Senior Physician Specialist 2232 7 S. Schwarcz	183,092	59,688	242,780	10%	0.10	15,258	12	18,309	5,967	24,276	
2. COLA 4%	0	0	0	0%	0.00	0	0	0	0	0	
3. STEP Increases 5%	0	0	0	0%	0.00	0	0	0	0	0	
TOTAL PERSONNEL:	183,092	59,688	242,780		0.10			18,309	5,967	24,276	

00101 SALARIES:
 18,309
 5,967
24,276

00103 MANDATORY FRINGE:
 TOTAL PERSONNEL:
 0
 0
0

C. TRAVEL
 1. Local Travel (02301)
 2. Out-of-Jurisdiction Travel(02101)
 Sub Total TRAVEL
 0
 0
0

D. EQUIPMENT
 1. Scanner (06061)
 Sub Total EQUIPMENT
 0
 0
0

E. MATERIALS AND SUPPLIES
 1. Office supplies (04951)
 2. Non-inventoried equipment (04921)
 3. Laboratory Supplies (04431)
 Sub Total SUPPLIES
 0
 0
 0
0

F. CONTRACTUAL-SERVICES (02789)
 1. PHFE
 Sub Total CONTRACTS
 0
 0
0

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

AIDS Office - HIV Epidemiology Section
 Atlanta HQ UCSF Technical Assistance to Support President's Emergency Plan for AID
 April 1, 2011 to March 31, 2012

Dept / Div: HPH-03
 Fund Group: 2S/CHS/GNC
 Index Code: HCHP/DH/VSGR
 Grant Code: HCAO45
 Grant Detail: 1100

Category/Line Item	Annual Salary	32.60% Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	Comments
G. OTHER											
1. Rent support/mig fac (03011)										0	
2. Telephone/Com (03241)										0	
3. Postage (03561)										0	
4. Photocopier leasing (03131)										0	
5. Photocopier Maintenance (02931)										0	
6. Reproduction Services (In House) (081PR)										0	
7. Reproduction/printing/graphic services (Outside) (03552)										0	
8. Staff Training (02201)										0	
9. Incentives (02783)										0	
10. Promotions/Advertising (03599)										0	
11. DPWP Equipment Maint (02911)										0	
Sub TOTAL OTHER										0	
TOTAL DIRECT COST										24,276	

BUDGET SUMMARY

A. SALARIES	18,309
B. MANDATORY FRINGE	5,967
C. TRAVEL	0
D. EQUIPMENT	0
E. MATERIALS AND SUPPLIES	0
F. CONTRACT / MOU	0
G. OTHER	0
DIRECT COSTS	24,276
H. INDIRECT COST (12% of Total Modified Direct Cost)	2,913
TOTAL BUDGET	27,189
AWARD	27,189
SURPLUS/(DEFICIT)	0

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

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

BUDGET JUSTIFICATION
April 1, 2011- March 31, 2012

A.	PERSONNEL	
B.	MANDATORY FRINGE	
1.	0.10 2232 – Sr. Physician Specialist: Sandy Schwarcz Annual Salary \$183,092 x 0.10 FTE for 12 months = \$18,309 Mandatory Fringe Benefits (@ 32.60%) = \$5,967	\$24,276

Dr. Schwarcz will work with UCSF staff to develop the tool and provide overall direction about the tool components, provide the training and assist UCSF staff in the revisions to the tools and training materials prior to final submission to CDC.

	Total Salaries	\$18,309
	Total Fringe	\$5,967
	TOTAL PERSONNEL:	\$24,276
C.	TRAVEL	\$0
D.	EQUIPMENT	\$0
E.	SUPPLIES	\$0
F.	CONTRACTUAL	\$0
G.	OTHER	\$0
	TOTAL DIRECT COSTS	\$24,276
H.	INDIRECT COSTS (12% of total direct costs)	\$2,913
	TOTAL BUDGET:	\$27,189

Subaward 6672sc
between
The Regents of the University of California
and
San Francisco Department of Public Health
Prime Grant Number: U2 GPS001468-03
DPA / Fund Numbers: 590422 / 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 Prime 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 W. Ruthford, 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, PhD, 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 4/1/2011 ("Commencement Date") and shall not extend beyond 3/31/2012 ("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 \$27,189.00. 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 invoices for the allowable costs incurred in the performance of the work hereunder to University on a monthly basis with a copy of the ledgers corresponding to the costs covered by the invoices. Subcontractor invoices shall be in the format shown in Attachment C. Subcontractor invoices shall reference the Subaward, DPA, and Fund numbers and will be sent to the attention of:

University of California
Accounting Office - Accounts Payable
Attn: Subcontracts Desk
Box 0812
San Francisco, CA 94143-0812
Subcontract@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 to 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 PHS of a final report pertaining thereto.

C. Subcontractor acknowledges and agrees that, as part of University's implementation of OMB Circular A-133, University will monitor Subcontractor's performance under this Agreement and, in the event of incomplete performance, University may require Subcontractor to obtain, at Subcontractor's sole expense, an independent audit of costs claimed under this Agreement.

D. 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.

E. The Comptroller General of the United States, the U.S. Department of Health and Human Services, the University 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.

F. When and as requested by the University's Principal Investigator, copies or originals of financial records, supporting documentation, and other records pertinent to this Agreement, including original receipts for purchases made under this Agreement, shall be sent to the University's Principal Investigator.

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: San Francisco Department of Public Health
Attention: Sajid Shaikh
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

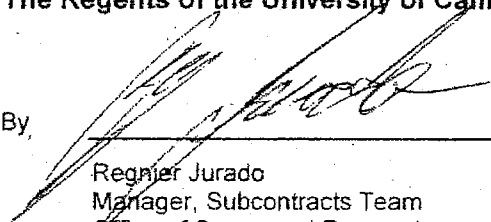
Subcontractor warrants that the signatory has the authority to execute this Agreement on behalf of Subcontractor.

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

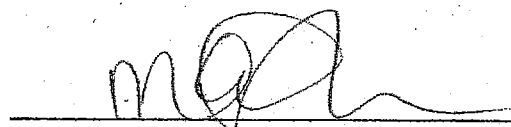
San Francisco Department of Public Health

By



Regnier Jurado
Manager, Subcontracts Team
Office of Sponsored Research

By



Name: Marcellina A. Ogbu
Title: Director of Community Programs

Date

07/27/2011

Date

7/27/11

Scope of Work
April 2011 to March 31, 2012

Activity #1: Use of HIV Counseling and Testing Data (HTC)

Project Objectives: To support countries on data use and strategic HIV counseling and testing (HTC) program planning and resource allocation in terms of identifying where HIV testing resources are in regards to need. SFDPH will assist UCSF in the development of a tool and training materials for HTC program planners on how to identify and access relevant data, input data into a systematized tool in MS Excel, map the data in ArcGIS and interpret the data to strategically design future programming and manage resource allocation. This data driven tool will be used to enhance country ownership of data and sustainability of data use in promoting strategic guidance on decision making.

Proposed Activities: Support to countries on data use and strategic HTC program planning will be provided by the HTC TWG in partnership with UCSF.

- SFDPH will assist UCSF in the development of a systematized process for data collation and analysis to be used by HTC program planners.
- SFDPH will assist UCSF to develop materials to train HTC program planners on how to identify and access relevant data, input these data into the aforementioned systematized process, and interpret the data to strategically inform future programming.
- SFDPH will co-facilitate with UCSF staff and members of CDC, a pilot training to test the newly developed data use process and the training materials.
- Following the pilot, SFDPH will assist UCSF to finalize the materials for submission to CDC.

Roles & Responsibilities:

Sandra Schwarcz will work with UCSF staff to develop the tool and provide overall direction about the tool components. Dr. Schwarcz will co-facilitate the training and assist UCSF staff in the revisions to the tools and training materials prior to final submission to CDC. Dr. Schwarcz will be covered at 10% effort for 12 months.

ATTACHMENT B

**San Francisco Department of Public Health Subcontract
Budget Period: 4/1/11 - 3/31/12
CDC HQ FY03 - HIV Testing and Counseling (HTC)**

Personnel	Position Title	Current Sala	% effort	# mos.	Salary	Benefits	Total
McFarland, Will	PI		0%	-	\$0	\$0	\$0
Schwarcz, Sandy	Sr Physician Specialist	\$183,092	10%	12	\$18,309	\$5,967	\$24,276
Total Personnel			10%		\$18,309	\$5,967	\$24,276
Total Direct Costs							\$24,276
Overhead @ 12%							\$2,913
Grand Total							\$27,189

INVOICE

The Regents of the University of California
 Accounting Office, Box 0812
 San Francisco, CA 94143-0812
 Attn: Accounts Payable/Subcontracts Desk
 Tel. No: 415-476-2126; FAX #415-920-2503

ATTACHMENT C

Subcontractor's Name _____
 Subcontractor's Address _____
 Contact Person _____
 Email Address _____
 Telephone # _____

Subcontract No: _____
 Invoice No: _____
 Period Covered: _____
 Date of Invoice: _____

Final: Yes _____ No X _____

Wire Transfer Info:

Beneficiary Name (payee): _____
 Beneficiary Bank Account No: _____
 Bank name: _____
 ABA Routing Number: _____

Foreign Only

SWIFT Code: _____
 IBAN: _____
 (European countries & Israel)
 BSB (Australia): _____
 CLABE (Mexico): _____

ITEM	CURRENT EXPENSE
<u>Personnel Costs</u>	
Salaries	
Benefits	
TOTAL PERSONNEL	
<u>Operating Costs</u>	
Consultants	
Equipment	
Supplies	
Travel	
Patient Care	
Alterations/Renovations	
Consortium/Contractual	
Other Expenses	
TOTAL OPERATING	
TOTAL DIRECT COSTS	
Indirect @ _____%	
base: Personnel, TUL, MIDL	
Other (Circle One)	
TOTAL COSTS	
PROGRAM INCOME (entered as a credit of	
TOTAL NET COST	
TOTAL EXPENSE REQUEST FOR THIS INVOICE	

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

Authorized Subcontractor Signature _____ Date _____

Print Name and Title _____

PI or Delegated Signature _____ Date _____

Print Name and Title _____



ATTACHMENT D

Grant Number: 5U2GPS001468-03

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: cgrasteam@ucsf.edu

Budget Period: 04/01/2011 – 03/31/2012

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 \$3,986,486 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to UNIVERSITY OF CALIFORNIA-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,

Roslyn Curlington
Grants Management Officer
Centers for Disease Control and Prevention

Additional information follows

SECTION I – AWARD DATA – 5U2GPS001468-03

Award Calculation (U.S. Dollars)

SALARIES AND WAGES	\$1,085,393
FRINGE BENEFITS	\$328,505
PERSONNEL COSTS (SUBTOTAL)	\$1,413,898
EQUIPMENT	\$15,000
SUPPLIES	\$101,481
CONSORTIUM/CONTRACTUAL COST	\$3,456,992
CONSULTING COSTS	\$36,220
TRAVEL COSTS	\$767,819
OTHER	\$629,161

FEDERAL DIRECT COSTS	\$6,420,571
FEDERAL F&A COSTS	\$830,845
APPROVED BUDGET	\$7,251,416
FEDERAL SHARE	\$7,251,416
LESS UNOBLIGATED BALANCE	\$8,264,930
TOTAL FEDERAL AWARD AMOUNT	\$3,986,486

AMOUNT OF THIS ACTION (FEDERAL SHARE) \$3,986,486

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

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

Fiscal Information:

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

IC	CAN	2011	2012	2013
GH	921ZDPA	\$650,000		
GH	921ZDXP	\$450,000		
GH	921ZEQP	\$215,000		
GH	921ZGYW	\$300,000		
GH	921ZHNG	\$1,500,000		
GH	921ZHSG	\$5,000		
GH	9390633	\$1		
GH	9391106	\$492,000		
GH	939ZKZN	\$150,000	\$500,000	\$500,000
GH	939ZKZP	\$224,485		

SUMMARY TOTALS FOR ALL YEARS		
YR	THIS AWARD	CUMULATIVE TOTALS
3	\$3,986,486	\$3,986,486
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: CURINGTONR 03/31/2011

SECTION II – PAYMENT/HOTLINE INFORMATION – 5U2GPS001468-03

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 hhstips@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 – 5U2GPS001468-03

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.

This award is funded by the following list of institutes. Any papers published under the auspices of this award must cite the funding support of all institutes.

Coordinating Office Of Global Health (GH)

Treatment of Program Income:
Additional Costs

SECTION IV – PS Special Terms and Conditions – 5U2GPS001468-03

Funding Opportunity Announcement (FOA) Number: PS09-904
Award Number: 5 U2G PS001468-03
Approval List Number: I0177K11

TERMS AND CONDITIONS OF THIS AWARD

NOTE 1. INCORPORATION: Funding Opportunity Announcement Number 09-904 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 application dated February 22, 2011, as amended, is made a part of this Non-Research Continuation award by reference.

NOTE 2. APPROVED FUNDING: This award is partially funded in the amount of \$3,986,486 for budget period 03 from April 1, 2011 to March 31, 2012. The project period ends March 31, 2014.

Funding in the amount of \$8,000,000 is approved for the Year 03 budget period, which starts on 04/01/2011 through 03/31/2012. All funding for future years will be based on satisfactory programmatic progress and the availability of funds.

NOTE 3. HUMAN SUBJECTS RESTRICTIONS: A total of \$600,000 is restricted from the "Other" cost category until protocols and supporting documentation for the data collection activities have been submitted to CDC Atlanta for review of human subjects issues and approval. Grantee is advised that there was no clear funding line for the identified data collection activities and potential Human Subjects Research projects so if further clarification in this area can be provided, the restricted amount can be adjusted accordingly. If CDC approvals/determinations or IRB exempt status have already been obtained by the grantee, copies of these documents should be submitted. Funding for those activities that are clearly service delivery should go forward without restriction except as specified in the technical review.

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.

Grantee is required to submit responses to these restrictions within 30 days of receiving the Notice of Award. Failure to respond timely could result in the disapproval of funds or future funds. Funds for these activities should not be drawn down until approval is received and the restrictions are lifted.

NOTE 4. USE OF UNOBLIGATED FUNDS: This award includes use of Year 2010 unobligated in the amount of \$3,264,930 from budget period 02 to budget period 03 in accordance with the grantee's request dated February 22, 2011. Please see the attached spreadsheet for further details.

The use of unobligated is approved based on the Financial Status Report (FSR) dated March 18, 2011. The total notice of award will be subject to a reduction if the actual unobligated amount is less than funding shown on the referenced FSR.

NOTE 5. RESTRICTED FUNDS - ADMINISTRATIVE: Of the current available amount funds in the amount of \$15,000 is restricted from the "Equipment" cost category until price quotes are received for the large -20 degree freezer.

The grantee is also reminded that per diem rates for travel should be in accordance with the U.S. Department of State and U.S. General Services Administration websites.

NOTE 6. INDIRECT COSTS: Indirect costs are approved based on the Indirect Cost Rate Agreement dated 08/28/2009, which calculates indirect costs as follows, a Predetermined rate is approved at 26% of the base, which includes modified total direct costs. The effective dates of this Indirect cost rate are from July 1, 2009 to June 30, 2012.

NOTE 7. RENT OR SPACE COSTS: Recipients are responsible for ensuring that all costs included in this proposal to establish billing or final indirect cost rates are allowable in accordance with the requirements of the Federal award(s) to which they apply and 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87). The recipient also has a responsibility to ensure sub-recipients expend funds in compliance with federal laws and regulations. Furthermore, it is the responsibility of the recipient to ensure rent is a legitimate direct cost line item which the recipient has supported in current and/or prior projects and these same costs have been treated as indirect costs that have not been claimed as direct costs. If rent is claimed as direct cost, the recipient must provide a narrative justification which describes their prescribed policy to include the effective date to the assigned Grants Management Specialist noted in Section IV. Staff Contacts.

NOTE 8. REPORTING REQUIREMENTS

CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS:

All applicant organizations must obtain a DUN and Bradstreet (D&B) Data Universal Numbering System (DUNS) number as the Universal Identifier when applying for Federal grants or cooperative agreements. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services. An AOR should be consulted to determine the appropriate number. If the organization does not have a DUNS number, an AOR should complete the US D&B D-U-N-S Number Request Form or contact Dun and Bradstreet by telephone directly at 1-866-705-5711 (toll-free) to obtain one. A DUNS number will be provided immediately by telephone at no charge. Note this is an organizational number. Individual Program Directors/Principal Investigators do not need to register for a DUNS.

Additionally, all applicant organizations must register in the Central Contractor Registry (CCR) and maintain the registration with current information at all times during which it has an application under consideration for funding by CDC and, if an award is made, until a final financial report is submitted or the final payment is received, whichever is later. CCR is the primary registrant database for the Federal government and is the repository into which an entity must provide

information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR internet site at www.ccr.gov.

If an award is granted, the grantee organization must notify potential sub-recipients that no organization may receive a subaward under the grant unless the organization has provided its DUNS number to the grantee organization.

FEDERAL INFORMATION SECURITY MANAGEMENT ACT (FISMA):

All information systems, electronic or hard copy which contain federal data need to be protected from unauthorized access. This also applies to information associated with CDC grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347.

FISMA applies to CDC grantees only when grantees collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, the grantee retains the original data and intellectual property, and is responsible for the security of this data, subject to all applicable laws protecting security, privacy, and research. If and when information collected by a grantee is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, please review the following website:

http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=107_cong_public_laws&docid=f:publ347.107.pdf

FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY (FFATA)

REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

A. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph E of this award term).
2. Where and when to report.
 - i. You must report each obligating action described in paragraph A.1. of this award term to <http://www.fhrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010).
3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fhrs.gov> specify.

B. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:
 - i. The total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. In the preceding fiscal year, you received--
 - (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
2. Where and when to report. You must report executive total compensation described in paragraph A.1. of this award term:
 - i. As part of your registration profile at <http://www.ccr.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if--

i. In the subrecipient's preceding fiscal year, the subrecipient received--

(a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

NON-DELINQUENCY ON FEDERAL DEBT

The Federal Debt Collection Procedures Act of 1990 (Act), 28 U.S.C. 3201(e), provides that an organization or individual that is indebted to the United States, and has a judgment lien filed against it, is ineligible to receive a Federal grant. CDC cannot award a grant unless the AOR of the applicant organization (or individual in the case of a Kirschstein-NRSA individual fellowship) certifies, by means of his/her signature on the application, that the organization (or individual) is not delinquent in repaying any Federal debt. If the applicant discloses delinquency on a debt owed to the Federal government, CDC may not award the grant until the debt is satisfied or satisfactory arrangements are made with the agency to which the debt is owed. In addition, once the debt is repaid or satisfactory arrangements made, CDC will take that delinquency into account when determining whether the applicant would be a responsible CDC grant recipient.

Anyone who has been judged to be in default on a Federal debt and who has had a judgment lien filed against him or her should not be listed as a participant in an application for a CDC grant until the judgment is paid in full or is otherwise satisfied. No funds may be used for or rebudgeted following an award to pay such an individual. CDC will disallow costs charged to awards that provide funds to individuals in violation of this Act.

These requirements apply to all types of organizations and awards, including foreign grants.

NOTE 9. ANNUAL FINANCIAL STATUS REPORT (FSR, SF 269 or SF 269A):

The Annual Financial Status Report (FSR) is required and must be submitted 90 days after the end of each budget period. The FSR for this budget period is due to the Grants Management Specialist by 06/30/2012. Reporting timeframe is March 31, 2012 through June 30, 2012. The FSR should only include those funds authorized and disbursed during the timeframe covered by the report. If the FSR is not finalized by the due date, an interim FSR must be submitted, marked "NOT FINAL", and an amount of un-liquidated obligations should be annotated to reflect unpaid expenses. Electronic versions of the form can be downloaded into Adobe Acrobat and completed on-line by reviewing <http://www.whitehouse.gov/omb/grants/sf269a.pdf> (short form) or <http://www.whitehouse.gov/omb/grants/sf269.pdf> (long form).

Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to submit a letter explaining the reason and date by which the Grants Officer will receive the information.

PROGRESS REPORTING:

The Annual Progress Report (APR) will be due 90 days following the end of the budget period (June 30, 2012).

- A comparison of actual accomplishments to the goal established for the period;
- The reasons for failure, if established goals were not met; and
- Other pertinent information including, when appropriate, analysis and explanation of performance costs significantly higher than expected.

An original plus two copies of the reports must be mailed to the Grants Management Specialist for approval by the Grants Management Officer by the due date noted. Ensure the Award and Program Announcement numbers shown above are on the reports.

NOTE 10. SUMMARY STATEMENT RESPONSE REQUIREMENT: The objective review summary comments on the strengths and weaknesses of the proposal are provided as part of this award. A response to the weaknesses in these statements must be submitted to and approved, in writing, by the Grants Management Specialist as noted in the CDC Contact section of this Notice of Award, no

later than May 1, 2011. Should these terms not be satisfactorily adhered to, it may result in denial of your authority to expend additional funds.

NOTE 11. AUDIT REQUIREMENT: An organization that expends \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations. The audit must be completed along with a data collection form, and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.

The audit report must be sent to:
Federal Audit Clearing House
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Should you have questions regarding the submission or processing of your Single Audit Package, contact the Federal Audit Clearinghouse at: (301) 763-1551; (800) 253-0696 or email: govns.fac@census.gov

It is very helpful to CDC managers if the recipient sends a courtesy copy of completed audits and any management letters on a voluntary basis to the following address.

Centers for Disease Control and Prevention (CDC)
ATTN: Audit Resolution, Mail Stop E-14
2920 Brandywine Road
Atlanta, GA 30341-4146

The grantee is to ensure that the sub-recipients receiving CDC funds also meet these requirements (if total Federal grant or cooperative agreement funds received exceed \$500,000). The grantee must also ensure that appropriate corrective action is taken within six months after receipt of the sub-recipient audit report in instances of non-compliance with Federal law and regulations. The grantee is to consider whether sub-recipient audits necessitate adjustment of the grantee's own accounting records. If a sub-recipient is not required to have a program-specific audit, the grantee is still required to perform adequate monitoring of sub-recipient activities. The grantee is to require each sub-recipient to permit independent auditors to have access to the sub-recipient's records and financial statements. The grantee should include this requirement in all sub-recipient contracts.

NOTE 12. SUBGRANT/SUBRECIPIENT AWARDS: Seed Grants/Sub-Grants are not authorized under this program or included in Program authorizing legislature. As a result, the recipient is not permitted to fund seed grants or sub-grants. Recipient must issue proposed funding as a procurement requirement per the organization's established procedures.

NOTE 13. TRAVEL COST: In accordance with Health and Human Services (HHS) Grants Policy Statement, travel is only allowable for personnel directly charged and approved on the grant/cooperative agreement. There must be a direct benefit imparted on behalf of the traveler as it applies to the approved activities of the Notice of Award. To prevent disallowance of cost, Recipient is responsible for ensuring that only allowable travel reimbursements are applied in accordance with their organization's established travel policies and procedures.

NOTE 14. FOOD AND MEALS: Costs associated with food or meals are NOT permitted unless included with per diem as a part of official travel.

NOTE 15. HIV PROGRAM REVIEW PANEL REQUIREMENT: All written materials, audiovisual materials, pictorials, questionnaires, survey instruments, websites, educational curricula and other relevant program materials must be reviewed and approved by an established program review panel. A list of reviewed materials and approval dates must be submitted to the CDC Grants Management Specialist.

NOTE 16. PRIOR APPROVAL: All requests, which require prior approval, must bear the signature of an authorized official of the business office of the grantee organization as well as the principal investigator or program or project director named on this notice of award. The request must be postmarked no later than 120 days prior to the end date of the current budget period and submitted with an original plus two copies. Any requests received that reflect only one signature will be

returned to the grantee unprocessed. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

Prior approval is required but is not limited to the following types of requests: 1) Use of unobligated funds from prior budget period (Carryover); 2) Lift funding restriction, withholding, or disallowance; 3) Redirection of funds; 4) Change in Contractor/Consultant; 5) Supplemental funds; 6) Response to Technical Review or Summary Statement; 7) Change in Key Personnel; or 8) Liquidation Extensions.

NOTE 17. CORRESPONDENCE: ALL correspondence (including emails and faxes) regarding this award must be dated, identified with the AWARD NUMBER, and include a point of contact (name, phone, fax, and email). All correspondence should be addressed to the Grants Management Specialist listed below and submitted with an original plus two copies.

Ina Jee, Grants Management Specialist
Centers for Disease Control, PGO, Branch VII
2920 Brandywine Road, Mail Stop K-75
Atlanta, GA 30341-4146
Telephone: (770) 488-2919
Fax: (770) 488-2688
Email: IJee@cdc.gov

NOTE 18. INVENTIONS: Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR 401.14.

NOTE 19. PUBLICATIONS: Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, for example: This publication (journal article, etc.) was supported by the Cooperative Agreement Number above from The Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention.

NOTE 20. CANCEL YEAR. 31 U.S.C. 1552(a) Procedure for Appropriation Accounts Available for Definite Periods states the following, On September 30th of the 5th fiscal year after the period of availability for obligation of a fixed year appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose. An example is provided below:

FY 2005 funds will expire September 30, 2010. All FY 2005 funds should be drawn down and reported to Payment Management System (PMS) prior to September 30, 2010. After this date, corrections or cash requests will not be permitted.

NOTE 21. CONFERENCE DISCLAIMER AND USE OF LOGOS:

Disclaimer. If a conference is funded by a grant, cooperative agreement, sub-grant and/or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Logos. Neither the HHS nor the CDC logo may be displayed if such display would cause confusion as to the conference source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the Office of the Inspector General has authority to impose civil monetary penalties for violations (42 C.F.R. Part 1003). Neither the HHS nor the CDC logo can be used on conference materials, under a grant, cooperative agreement, and contract or co-sponsorship agreement without the expressed, written consent of either the Project Officer or the Grants Management Officer. It is the

responsibility of the grantee (or recipient of funds under a cooperative agreement) to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the grantee must ensure written consent is received from the Project Officer and/or the Grants Management Officer.

NOTE 22. EQUIPMENT AND PRODUCTS: To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy.

The grantee may use its own property management standards and procedures provided it observes provisions of the following sections in the Office of Management and Budget (OMB) Circular A-110 and 45 CFR Part 92:

i. Office of Management and Budget (OMB) Circular A-110, Sections 31 through 37 provides the uniform administrative requirements for grants and agreements with institutions of higher education, hospitals, and other non-profit organizations. For additional information, please review the following website: <http://www.whitehouse.gov/omb/circulars/a110/a110.html>

ii. 45 CFR Parts 92.31 and 92.32 provides the uniform administrative requirements for grants and cooperative agreements to state, local and tribal governments. For additional information, please review the following website listed: http://www.access.gpo.gov/nara/cfr/waisidx_03/45cfr92_03.html

NOTE 23. PROGRAM INCOME: Any program income generated under this cooperative agreement will be used in accordance with the additional cost alternative. The disposition of program income must have written prior approval from the Grants Management Officer.

Additional Costs Alternative—Used for costs that are in addition to the allowable costs of the project for any purposes that further the objectives of the legislation under which the cooperative agreement was made. General program income subject to this alternative shall be reported on lines 10r and 10s, as appropriate, of the FSR (Long Form).

NOTE 24. KEY PERSONNEL: In accordance with 45 CFR 74.25(c)(2) & (3) CDC recipients shall obtain prior approvals from CDC for (1) change in the project director or principal investigator or other key persons specified in the application or award document, and (2) the absence for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

Note 25. 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 terms and conditions, please review the following website: http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_for_Trafficking_in_Persons.shtm

NOTE 26. 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 nongovernmental sources.

NOTE 27. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): Pursuant to the Standards for Privacy of Individually Identifiable Health Information promulgated under the Health Insurance Portability and Accountability Act (HIPAA)(45 CFR Parts 160 and 164) covered entities may disclose protected health information to public health authorities authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, including, but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions. The definition of a public health authority includes a person or entity acting under a grant of authority from or contract with such public agency. Through this agreement, the

[Insert recipient Name] is acting under a grant of authority from CDC to carry out [Name of project/activity] which is authorized by [Statutory authority from Public Health Service Act, Comprehensive Environmental Response, Compensation, and Liability Act, or other legislation (this information should be provided by the awarding program)]. The CDC grants this authority to UCSF for purposes of this project. Further, CDC considers this to be [type of public health activity, i.e. disease/injury reporting, vital events, surveillance, investigations, intervention, registry] for which disclosure of protected health information by covered entities is authorized by section 164.512(b).

NOTE 28. COST RECOVERY CONDITIONS: The Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, by the Superfund Amendments and Reauthorization Act of 1986 (SARA), provides for the recovery of costs incurred at each Superfund site from potential responsible parties. The recipient agrees to maintain an accounting system that will keep an accurate, complete and current accounting of all financial transactions on a site specific basis, i.e., individual, time, travel, and associated costs including indirect costs, as appropriate for the site. The recipient will retain the documents and records to support these financial transactions, for possible use in a cost recovery case, for a minimum of ten (10) years after submission of a Financial Status Report (FSR)/Federal Financial Report (FFR), unless there is a litigation claim, negotiation, audit or other action involving the specific site, then the records will be maintained until resolution of all issues on the specific site.

All purchases for equipment must be approved in writing prior to purchase and meet the following conditions:

- a. The equipment must be compatible with ATSDR hardware.
- b. The equipment must be returned to ATSDR in operable condition at the conclusion of the project period.

NOTE 29. THIRD PARTY AGREEMENTS - ATSDR: Applicant must justify the need to use a contractor. If contractors are proposed, the following must be provided: (1) name of contractor, (2) method of selection, (3) period of performance, (4) detailed budget, (5) justification for use of contractor, and (6) assurance of non-conflict of interest.

Project activities which are approved for contracting pursuant to the prior approval provisions shall be formalized in a written agreement that clearly establishes the relationship between the recipient and the third party. The written agreement shall, at a minimum:

- a. State or incorporate by reference all applicable requirements imposed on the contractors under the terms of the grant and/or cooperative agreement, including requirements concerning technical review (ATSDR selected reviewers), ownership of data, and the arrangement for copyright when publications, data, or other copyrightable works are developed under or in the course of work under a PHS grant-supported project or activity.
- b. State that any copyrighted or copyrightable works shall be subject to a royalty-free, nonexclusive, and irrevocable license to the government to reproduce, publish, or otherwise use them, and to authorize others to do so for Federal government purposes.
- c. State that whenever any work subject to this copyright policy may be developed in the course of a grant by a contractor under a grant, the written agreement (contract) must require the contractor to comply with these requirements and can in no way diminish the government's right in that work.
- d. State the activities to be performed, the time schedule for those activities, the policies and procedures to be followed in carrying out the agreement, and the maximum amount of money for which the grantee may become liable to the third party under the agreement.
- e. State non-conflict of interest concerning activities conducted for ATSDR and site-remediation activities for other parties.

The written agreement required shall not relieve the recipient of any part of its responsibility or accountability to PHS under the cooperative agreement. The agreement shall, therefore, retain sufficient rights and control to the recipient to enable it to fulfill this responsibility and accountability.

NOTE 30. COMPLIANCE WITH EO13513, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009 is required. Grant recipients and sub-recipients of grant funds are prohibited from texting while driving a Government owned vehicle or when using Government furnished electronic equipment while driving any vehicle. This award is subject to the requirements

of Executive Order (EO 13513). For the full text of the award term and condition, please review the following website: http://www.cdc.gov/od/pgo/funding/Addtl_Reqmnts.htm.

NOTE 31. PAYMENT INFORMATION:

Automatic Drawdown (Direct/Advance Payments):
PAYMENT INFORMATION: Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS will forward instructions for obtaining payments.

a.) PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows:
Director, Division of Payment Management, OS/ASAM/PSC/FMS/DPM
P.O. Box 6021
Rockville, MD 20852
Phone Number: (877) 614-5533
Email: PMSSupport@psc.gov
Website: http://www.dpm.psc.gov/grant_recipient/shortcuts/shortcuts.aspx?explorer.event=true

Please Note: To obtain the contact information of DPM staff within respective Payment Branches refer to the links listed below:

University and Non-Profit Payment Branch:

http://www.dpm.psc.gov/contacts/dpm_contact_list/univ_nonprofit.aspx?explorer.event=true

Governmental and Tribal Payment Branch:

http://www.dpm.psc.gov/contacts/dpm_contact_list/gov_tribal.aspx?explorer.event=true

Cross Servicing Payment Branch:

http://www.dpm.psc.gov/contacts/dpm_contact_list/cross_servicing.aspx

International Payment Branch: Bhavin Patel (301) 443-9188

Note: Mr. Patel is the only staff person designated to handle all of CDC's international cooperative agreements.

b.) If a carrier other than the U.S. Postal Service is used, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows:

US Department of Health and Human Services
PSC/DFO/Division of Payment Management
7700 Wisconsin Avenue, 10th Floor
Bethesda, MD 20814

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

NOTE 32. ACCEPTANCE OF THE TERMS OF AN AWARD: By drawing or otherwise obtaining funds from the grant payment system, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer.

NOTE 33. CERTIFICATION STATEMENT: By drawing down funds, Awardee certifies that proper financial management controls and accounting systems to include personnel policies and procedures have been established to adequately administer Federal awards and funds drawn down are being used in accordance with applicable Federal cost principles, regulations and Budget and Congressional intent of the President.

NOTE 34. ADDITIONAL REQUIREMENTS:

The Additional Requirements that apply to this grant or cooperative agreement are indicated below. The full text of the Additional Requirements may be found on the CDC web site at: http://www.cdc.gov/od/pgo/funding/grants/additional_req.shtml.

AR-4: HIV/AIDS Confidentiality Provisions
AR-6: Patient Care
AR-9: Paperwork Reduction Act Requirements
AR-10: Smoke-Free Workplace Requirements
AR-12: Lobbying Restrictions

AR-14: Accounting System Requirements
 AR-23: Compliance with 45 C.F.R. Part 87
 AR-24: Health Insurance Portability and Accountability Act Requirements
 AR-25: Release and Sharing of Data

NOTE 35. CDC CONTACTS

Programmatic and Technical 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: Roslyn Curlington
 Centers for Disease Control and Prevention
 OD/OCCO/PGO/AABI
 Koger Center, Colgate Builder
 2920 Brandywine Road, Mailstop E15
 Atlanta, GA 30341
 Email: rcurlington@cdc.gov Phone: (770) 488-2832 Fax: 770-488-2868

SPREADSHEET SUMMARY

GRANT NUMBER: 5U2GPS001468-03

INSTITUTION: UNIVERSITY OF CALIFORNIA SAN FRANCISCO

<i>Budget</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>
Salaries and Wages	\$1,085,393		
Fringe Benefits	\$328,505		
Personnel Costs (Subtotal)	\$1,413,898		
Equipment	\$15,000		
Supplies	\$101,481		
Consortium/Contractual Cost	\$3,456,992		
Consulting Costs	\$36,220		
Travel Costs	\$767,819		
Other	\$629,161		
TOTAL FEDERAL DC	\$6,420,571	\$500,000	\$500,000
TOTAL FEDERAL F&A	\$830,845		
TOTAL COST	\$3,986,486	\$500,000	\$500,000

INTRODUCTION FORM

By a member of the Board of Supervisors or the Mayor

Time Stamp or
Meeting Date

I hereby submit the following item for introduction:

- 1. For reference to Committee: _____
An ordinance, resolution, motion, or charter amendment
- 2. Request for next printed agenda without reference to Committee
- 3. Request for hearing on a subject matter at Committee: _____
- 4. Request for letter beginning "Supervisor _____ inquires..."
- 5. City Attorney request
- 6. Call file from Committee
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File Nos.
- 9. Request for Closed Session
- 10. Board to Sit as A Committee of the Whole
- 11. Question(s) submitted for Mayoral Appearance before the BOS on _____

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- | | |
|---------------------------------------------------------|----------------------------------------------|
| <input type="checkbox"/> Small Business Commission | <input type="checkbox"/> Youth Commission |
| <input type="checkbox"/> Ethics Commission | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Building Inspection Commission | |

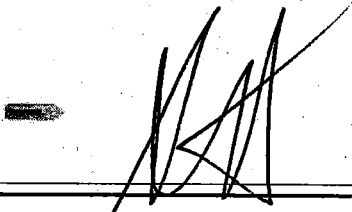
Note: For the Imperative Agenda (a resolution not on the printed agenda), use a different form.]

Sponsor(s): Supervisor Scott Wiener

Subject: Accept and Expend Federal Pass-through State Grant – Atlanta HQ UCSF Technical Assistance- \$27,189

The text is listed below or attached:

Resolution authorizing the San Francisco Department of Public Health (DPH) to accept and expend retroactively a grant in the amount of \$27,189 from the University of California San Francisco (UCSF), to participate in a program entitled "Atlanta HQ UCSF Technical Assistance to Support President's Emergency Plan for AID;" for the period of April 1, 2011 through March 31, 2012.


Signature of Sponsoring Supervisor: _____

For Clerk's Use Only:

