

Research Subaward Agreement  
9289sc  
between  
The Regents of the University of California  
and  
City & County of San Francisco, Department of Public Health

This Research Subaward Agreement ("Subaward") is executed by and between The Regents of the University of California, on behalf of its San Francisco campus, a corporation of the State of California ("California") and City & County of San Francisco, Department of Public Health, hereinafter "Subrecipient".

WHEREAS, California is the recipient of Award Number U2GGH000977 ("Award") from Centers for Disease Control ("Sponsor"), for the conduct of a program entitled "GH13-1328, HQ, Technical Assistance to Countries Supported by the PEPFAR and Global" as detailed in the application previously submitted to the Sponsor; and

WHEREAS it is considered in the best interests of the Sponsor and California for Subrecipient to participate in this project;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, California and Subrecipient agree to a cost-reimbursement Subaward under this Award.

#### **Article I – Scope of Work**

Subrecipient shall perform those tasks described in Attachment A, Scope of Work, which is incorporated herein and made a part of this agreement. Any significant changes in the performance of this Subaward as outlined in Subrecipient's proposal and Scope of Work require authorization by California's Principal Investigator.

#### **Article II – Project Management**

California's Principal Investigator, **George Rutherford**, is responsible for the overall conduct of the project and is responsible for overall technical monitoring and guidance.

Subrecipient has designated **Sandra Schwarcz** as the Principal Investigator who shall be responsible for the technical and administrative conduct of the project in accordance with Attachment A. No substitution may be made of Subrecipient's Principal Investigator without prior written approval of California and an amendment to this Subaward.

#### **Article III – Period of Performance**

The authorized period of performance is from **April 1, 2016** through **March 31, 2017**. The period of performance may be extended only by written amendment to this Subaward. California may issue no cost extensions to the period of performance unilaterally, except that Subrecipient shall retain the right to decline such an extension by notifying California's Authorized Official within 30 days from receipt of the amendment. Unilateral acceptance of the amendment does not bypass internal approval processes of the Subrecipient.

#### **Article IV – Compensation**

California will reimburse Subrecipient on a cost-reimbursable basis for actual allowable costs in the performance of the work under this Subaward in the amount not to exceed **\$132,973.00** which is based on the budget incorporated herein and made part of this Subaward as Attachment B. Expenditures shall be in accordance with Attachment B, Sponsor's policies and the terms and conditions of this Subaward. This amount shall not be exceeded without the California Principal Investigator's written authorization and subsequent formal amendment to this Subaward.

None of the funds obligated in this Subaward shall be used to pay the salary of an individual at a rate in excess of Executive Level II. Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with Federal funds.

**Article V – Method of Payment, Financial Report Requirements**

Subrecipient shall submit invoices in US Dollars to California after incurring allowable costs not previously invoiced no more frequently than monthly and no less frequently than quarterly for performance of the work. All invoices must provide a current and cumulative breakdown of costs by major cost category in accordance with Attachment B using the standard invoice in Attachment B or a substantially similar format. All invoices shall be dated, numbered, and must include this Subaward number 9289sc. Invoices submitted without this information may delay payment. Invoices shall include certification that expenditures claimed represent actual allowable costs for committed effort and work performed under this Subaward. Subrecipient invoices shall be sent by mail or electronically to the attention of:

University of California, San Francisco Campus (UCSF)  
Accounting Office - Accounts Payable  
Attn: Subcontracts Desk  
Box 0812  
San Francisco, CA 94143-0812  
Email: subcontract@ucsf.edu

California will make provisional payment on all invoices submitted in accordance with the terms of this Subaward. The final invoice marked "FINAL" must be submitted within forty-five (45) days after the final end date of this Subaward and shall include the following certification or similar version thereof:

"Payment of this final invoice shall constitute complete satisfaction of all of California's obligations under this Subaward and City & County of San Francisco, Department of Public Health releases and discharges The Regents of the University of California from all further claims and obligations upon payment hereof."

Unexpended funds, if any, shall be returned to California with the final financial report. The closeout of this Subaward does not affect the right of California or Sponsor to disallow costs and recover funds on the basis of a later audit or other review.

**Article VI – Progress Reporting Requirements**

Subrecipient shall furnish to California any technical or performance reports and assistance reasonably requested by California's Principal Investigator as required to meet California's obligations under the Award. Technical reports 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 Subrecipient's Principal Investigator, and a list of any publications resulting from the project including planned publication. All technical reports shall be submitted to California's Principal Investigator.

The annual technical progress report must be submitted to California no later than November 15, 2016. The final technical progress report must be submitted to California no later than forty-five (45) days after the final end date of this Subaward.

The annual financial report must be submitted to California no later than May 31, 2016.

**Article VII – Audit and Records**

a) Subrecipient shall maintain accurate records of all costs incurred in the performance of this work and agrees to allow representatives of California, Sponsor, and/or the Comptroller General of the United States reasonable access to its records to verify the validity of expenses reimbursed under this Subaward. Subrecipient shall maintain financial records, supporting documents and other records pertaining to this Subaward for a period of four (4) years from the termination date of this Subaward, date of final payment of expenditures or receipt of final financial report of this Subaward, whichever occurs later.

Notwithstanding the foregoing sentence, any records pertaining to audit, appeals, litigation or settlement of claims arising out of performance of this Subaward 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 Subaward shall be made available to California upon its request and shall be retained by Subrecipient for a period of four (4) years from the termination date of this Subaward, 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 Subaward shall be retained until four (4) years after the conclusion of the allegation, investigation, appeal, administrative proceeding, litigation or acceptance by California of a final report pertaining thereto, whichever occurs later.

c) If any audit report reflects major shortcomings in Subrecipient's internal control systems, California 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 California is satisfied that necessary corrective action has been, or will be taken.

d) California, the Sponsor, the Comptroller General of the United States 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 Subrecipient in order to make audits, examinations, excerpts and transcripts. In the event that any payment made to the Subrecipient is determined on the basis of such audits to be unallowable the Subrecipient shall promptly refund the unallowable amount to California upon demand.

#### **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. Subrecipient 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 California of California. Such permission may be granted by the Chancellor or his designee. California has the right to acknowledge Subrecipient's participation in and support of the work performed under this Subaward in press releases, scientific publications, and other scientific communications.

Subrecipient shall be able to disclose the identity of the parties, the existence of the agreement, and the nature and scope of the research in accordance with its institutional policies, but will not use Sponsor's name or logo without California obtaining written permission of Sponsor's Director of Communications or equivalent position. The previous sentence notwithstanding, publication of project results shall acknowledge support from the Award made to California from Sponsor.

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 Grant or Cooperative Agreement Number, GH000977, funded by 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 or the Department of Health and Human Services."

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 grantees of Federal research grants, shall clearly state:

- percentage of the total costs of the program or project which will be financed with Federal money
- dollar amount of Federal funds for the project or program, and
- percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

## **Article IX – Copyrights**

Subrecipient may assert copyright on materials that it produces in the performance of the work of this Subaward. Subrecipient shall grant to California a non-transferable, irrevocable, royalty-free, non-exclusive license to use, reproduce, publish or re-publish, or otherwise disseminate such copyrighted materials first developed and delivered under this Subaward for non-commercial, academic, or educational purposes.

Pursuant to applicable grant regulations and CDC's Public Access Policy, Subrecipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also at the time of submission, Subrecipient and/or the Subrecipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Subrecipient and/or Subrecipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however the author is strongly encouraged to make the subject manuscript available as soon as possible. The Subrecipient must obtain prior approval from California for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Subrecipient and its submitting authors working under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted articles reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

## **Article X – Inventions**

Subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401 – Rights to Inventions made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. Acceptance of Award funds obligates Subrecipient to comply with the standard patent rights clauses at 37 CFR Part 401.14.

## **Article XI – Independent Contractor**

Subrecipient and its employees, consultants, agents, or independent contractors will perform all services under this Subaward as independent contractors. Nothing in this Subaward will be deemed to create an employer-employee or principal-agent relationship between California and Subrecipient's employees, consultants, agents, or independent contractors. Subrecipient and its employees, consultants, agents and lower tier Subrecipients will not, by virtue of any services provided under this Subaward, be entitled to participate, as an employee or otherwise, in or under any employee benefit plan of California or any other employment right or benefit available to or enjoyed by employees of California.

## **Article XII – Indemnification**

Subrecipient shall defend, indemnify, and hold California, 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 Subaward 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 Subrecipient, its officers, employees, or agents.

California shall defend, indemnify, and hold Subrecipient, 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 Subaward 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 California, its officers, employees, or agents.

**Article XIII – Insurance**

Subrecipient shall maintain at its expense, during the period of this Subaward, insurance or an equivalent form of self-insurance acceptable to California in terms as follows:

a) Commercial Form General Liability (contractual liability included) with limits as follows:

Each Occurrence	\$1,000,000
Products, Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000

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

c) Business Automobile Liability (Minimum Limits) for owned, scheduled, non-owned or hired automobiles with combined single limit of not less than \$1,000,000 per occurrence.

d) Workers’ Compensation Coverage per statutory limits

e) The coverages referred to shall include The Regents of the University of California as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of the Subrecipient, its officers, employees, and agents. Subaward upon the execution of this Agreement shall furnish California with certificates of insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days (10 days for non-payment of premium) advance written notice to California of any material modification, change, or cancellation of the above insurance coverages.

f) Certificates shall be issued in the name of The Regents of the University of California and include the Subaward No. in the Remarks section of the Accord Certificate and be mailed to the California’s Business Representative named in this Subaward.

**Article XIV – Suspension/Termination**

In the event Sponsor suspends or terminates its award to California, California shall suspend or terminate this Subaward. Notification of suspension or termination by California shall be provided to Subrecipient in writing as soon as practicable and state the effective date of such action.

Either party may terminate this Subaward upon thirty (30) days advance written notice to the other party. In the event of such termination, Subrecipient shall take all reasonable steps to minimize further costs, and shall be entitled to reimbursement for allowable costs and non-cancellable obligations incurred prior to the effective date of termination, except that in no event shall such reimbursement exceed the amount set forth in Article IV, Compensation. Unless otherwise agreed to by the parties, within fifteen (15) days after the final end date, Subrecipient shall submit a final invoice to California. The balance owed to Subrecipient will be paid contingent upon receipt of all final reports. The preceding sentence notwithstanding, California will be unable to reimburse any expenses under suspension or termination unless and until Sponsor reimburses California for such costs.

In the event of early termination, Subrecipient agrees to deliver such information and items which are either completed prior to the effective date of termination, or Subrecipient can reasonably be expected to prepare and furnish to California per the approved Scope of Work and the terms of this Subaward.

#### **Article XV – Notices**

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

To California:

The Regents of the University of California  
Office of Research Administration  
Attention: RMS Subaward Manager  
3333 California Street, Suite 315  
San Francisco, CA 94143-0962

To Subrecipient:

City & County of San Francisco  
Department of Public Health  
Attention: Sajid Shaikh  
1380 Howard Street, 4th Floor  
San Francisco, CA 94103-2614

#### **Article XVI – Award Terms and Conditions**

a) Unless sections specifically exclude subrecipients from coverage, Subrecipient is subject to and shall comply with the following Federal Regulations of Award terms and conditions, which are incorporated herein or by reference and made a part of this Subaward.

- 1) Title 45, Code of Federal Regulations (CFR), PART 75, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards”;
- 2) 2 CFR 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”;
- 3) The HHS Grants Policy Statement;
- 4) The Notice of Award.

In all such provisions, unless the context of the provision requires otherwise, the term “recipient” or “grantee” shall mean “Subrecipient”, and the terms “Federal Government”, “Secretary” and equivalent phrases shall mean “California”. It is intended that the referenced provisions shall apply to Subrecipient in such manner as is necessary to reflect the position of Subrecipient as a subrecipient to California, to ensure Subrecipient’s obligations to California and to the United States Government, and to enable California to meet its obligations under Award. In the event of a conflict between Award and this Subaward, the terms and conditions of this Subaward shall govern.

- b)
- c) In all cases prior approval requests shall be submitted to California’s representative named in Article XV.
- d) In the event of a conflict between Award and this Subaward, the terms and conditions of this Subaward shall govern.

#### **Article XVII – Financial Conflict of Interest (42 CFR Part 50 Subpart F)**

42 CFR Part 50. 604 requires that institutions conducting PHS-funded research “Maintain an up-to-date, written, enforced policy on financial conflicts of interest.” Further, “If the Institution carries out the PHS-funded research through a subrecipient (e.g., subcontractors or consortium members), the Institution (awardee Institution) must take reasonable steps to ensure that any subrecipient Investigator complies with this subpart by incorporating as part of a written agreement with the subrecipient terms that establish whether the financial conflicts of interest policy of the awardee Institution or that of the subrecipient will apply to the subrecipient’s Investigators.”

The financial conflicts of interest policy of Subrecipient Institution will apply. By execution of this Subaward Agreement, Subrecipient Institution certifies that its policy complies with 42 CFR Part 50.

Subrecipient shall report any financial conflict of interest to California’s Representative designated in Article XV. Any financial conflicts of interest identified shall subsequently be reported to Sponsor. Such report shall be made before expenditure of funds authorized in this Subrecipient Agreement and within 45 days of any subsequently identified financial conflict of interest.

**Article XVIII – Assurances/Certifications**

By signing the Subaward Agreement, the authorized official of Subrecipient makes, to the best of his/her knowledge and belief, the Representations and Certifications in Attachment D.

**Article XIX – Prostitution and Sex Trafficking**

None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

**Article XX – Governing Law**

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

**Article XXI – Entire Subaward**

This Subaward, including its attachments, states the entire agreement between the parties with respect to the subject matter of this Subaward and supersedes any previous or contemporaneous written or oral representations, statements, negotiations or Subawards. Subrecipient acknowledges that it has not been induced to enter into this Subaward by any oral or written statements or representations not expressly provided in this Subaward.

- Attachment A – Subrecipient Statement of Work
- Attachment B – Subrecipient Budget
- Attachment C – Award
- Attachment D – Representations and Certifications

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

DocuSigned by:  
 FOR: The Regents of the University of California  
 By: Deborah Rutkowski-Howard  
 Deborah Rutkowski-Howard  
 Subaward Manager  
 Research Management Services (RMS)  
 Office of Sponsored Research  
 Date: 8/19/2016

FOR: City & County of San Francisco, Department of Public Health  
 BY: Tomás Aragón  
 Name: Tomás J. Aragón, MD, DrPH  
 Title: Director, Population Health Division (PHD)  
 Date: 08/03/16

Attachment A - Subrecipient Statement of Work

**Subcontract: *San Francisco Department of Public Health***

**Name of Contractor: San Francisco Department of Public Health**

**Period of Performance: April 1, 2016 to March 31, 2017**

**Scope of Work:**

*In close collaboration with UCSF, SFDPH will provide technical assistance and capacity building for in-country partners on cascade analysis and HIV case-based surveillance activities. This includes the following: 1) Contributing to the development of workshop materials focused on cascade analysis, 2) Providing workshop facilitation when needed, 3) Providing technical oversight (based on countries' needs) to help better understand HIV clinical cascades, 4) Participating in a technical working group of key partners and stakeholders, 5) Conducting a situational analysis (SWOT), 6) Developing an operational plan for case surveillance, 7) Developing plans for a rapid pilot testing of the system and assisting with pilot implementation and evaluation, and 8) Developing recommendations for national roll out.*





**San Francisco Department of Public Health (SFPDH)  
Subcontracts Budget Justification**

**Name of Contractor: San Francisco Department of Public Health**  
**Period of Performance: April 1, 2016 to March 31, 2017**

**Personnel:**

**Sandra K. Schwarcz, MD, MPH**, Faculty Advisor, Director of HIV Special Studies at SFPDH, will provide technical expertise on general clinical ART cascades in support of PEPFAR activities. She will be responsible for the overall development of this project and serve as the lead technical contributor. We request 20% (\$37,020) salary support for this position. The fringe benefit rate is calculated as 28.77% (\$10,651) of salaries.

**Willi S. McFarland, MD, PhD, MPH&TM**, Director of Surveillance, Professor, Director of Center for Public Health Research at SFPDH, will provide technical guidance to both 'Miss the Mark' and key populations clinical cascade support. He will also provide input around key populations, population size estimations and clinical cascade. We request 15% (\$27,765) salary support for this position. The fringe benefit rate is calculated as 28.03% (\$7,782) of salaries.

**Susan Scheer, PhD, MPH**, Applied Research, Community Health Epidemiology and Surveillance in the Population Health Division at SFPDH, will provide technical expertise on both general and key populations clinical ART cascades in support of PEPFAR activities. We request 10% (\$12,147) salary support for this position. The fringe benefit rate is calculated as 45.34% (\$5,508) of salaries.

**Henry Raymond, PhD, MPH**, Community Health Epidemiology and Surveillance in the Population Health Division at SFPDH, will provide technical expertise on key populations clinical ART cascades in support of PEPFAR activities. We request 10% (\$12,147) salary support for this position. The fringe benefit rate is calculated as 46.97% (\$5,706) of salaries.

**Indirect Cost Rates:** The indirect cost rate is 12% (\$14,247) of total direct expenses and is in compliance with the bilateral agreement between UCSF and SFPDH.

**INVOICE**

**The Regents of the University of California**  
**Accounting Office, Box 0812**  
**San Francisco, CA 94143**  
**Attn: Accounts Payable/Subcontracts Desk**  
**Tel No 415-476-1349 & 415-476-2835; FAX no 415-920-2503**

**Sub Contractor's Name** \_\_\_\_\_  
**Sub Contractor's Address** \_\_\_\_\_  
**Contact Person** \_\_\_\_\_  
**Telephone #** \_\_\_\_\_

**Sub Contract No:** \_\_\_\_\_  
**Invoice No:** \_\_\_\_\_  
**Period Covered:** \_\_\_\_\_  
**Date of Invoice:** \_\_\_\_\_  
**Final:** Yes \_\_\_\_\_ No \_\_\_\_\_

**Wire Transfer Info:**  
**Beneficiary Name (payee):** \_\_\_\_\_  
**Beneficiary Bank Acnt No:** \_\_\_\_\_  
**Bank Name:** \_\_\_\_\_  
**ABA Routing Number:** \_\_\_\_\_

**Foreign Only**  
**SWIFT Code:** \_\_\_\_\_  
**IBAN (European & Israel):** \_\_\_\_\_  
**BSB (Australia):** \_\_\_\_\_  
**CLABE (Mexico):** \_\_\_\_\_

ITEM	BUDGET
<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, TDC, MTDC	
Other (Circle one)	
Total Costs:	
Program Income:	
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



COOPERATIVE AGREEMENTS  
Department of Health and Human Services  
Centers for Disease Control and Prevention



COORDINATING OFFICE OF GLOBAL HEALTH

**Grant Number:** 5U2GGH000977-03  
**FAIN:** U2GGH000977

**Principal Investigator(s):**  
GEORGE WILLIAMS RUTHERFORD, MD

**Project Title:** GH13-1328, HQ, Technical Assistance to Countries Supported by the PEPFAR and Global

REGNIER JURADO, MGR  
Manager, Contracts and Grants  
Office of Sponsored Research  
3333 California Stret  
Suite 315  
SAN FRANCISCO, CA 94143

**Award e-mailed to:** cgrasteam@ucsf.edu

**Budget Period:** 04/01/2016 – 03/31/2017  
**Project Period:** 09/30/2013 – 03/31/2019

Dear Business Official:

The Centers for Disease Control and Prevention hereby awards a grant in the amount of \$7,199,537 (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,

Angie Tuttle  
Grants Management Officer  
Centers for Disease Control and Prevention

Additional information follows

**SECTION I – AWARD DATA – 5U2GGH000977-03****Award Calculation (U.S. Dollars)**

Other	\$7,199,537
<b>Federal Direct Costs</b>	<b>\$7,199,537</b>
<b>Approved Budget</b>	<b>\$7,199,537</b>
<b>Federal Share</b>	<b>\$7,199,537</b>
<b>TOTAL FEDERAL AWARD AMOUNT</b>	<b>\$7,199,537</b>
<b>AMOUNT OF THIS ACTION (FEDERAL SHARE)</b>	<b>\$7,199,537</b>

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

04 \$1  
05 \$1

**Fiscal Information:**

**CFDA Number:** 93.067  
**EIN:** 1946036493A6  
**Document Number:** 000977HA13

IC	CAN	2016	2017	2018
GH	93900E6	\$300,000		
GH	939037C	\$200,000		
GH	939037R	\$300,000		
GH	939045F	\$400,000		
GH	939048Q	\$400,000		
GH	939049T	\$610,737		
GH	93904C5	\$1,100,000		
GH	93904EC	\$1,788,800		
GH	93905UG	\$750,000		
GH	93905UJ	\$450,000		
GH	93905UK	\$900,000		
GH	939ZQBM		\$1	\$1

<b>SUMMARY TOTALS FOR ALL YEARS</b>		
YR	THIS AWARD	CUMULATIVE TOTALS
3	\$7,199,537	\$7,199,537
4	\$1	\$1
5	\$1	\$1

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:** NATIONA 03/31/2016

**SECTION II – PAYMENT/HOTLINE INFORMATION – 5U2GGH000977-03**

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](mailto: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.

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**SECTION III – TERMS AND CONDITIONS – 5U2GGH000977-03**

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 has been assigned the Federal Award Identification Number (FAIN) U2GGH000977. Recipients must document the assigned FAIN on each consortium/subaward issued under this award.

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**

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**SECTION IV – GH Special Terms and Conditions – 5U2GGH000977-03**

Funding Opportunity Announcement (FOA) Number: **GH13-1368**  
Award Number: **5 U2G GH000977-03**  
Award Type: **Cooperative Agreement**  
Applicable Regulations: 45 Code of Federal Regulations (CFR) Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards

**45 CFR Part 75 supersedes regulations at 45 CFR Part 74 and Part 92**

**AWARD INFORMATION**

**Incorporation: The Centers for Disease Control and Prevention (CDC) hereby incorporates Funding Opportunity Announcement number GH13-1368, entitled "Technical Assistance Services to Countries Supported by the President's Emergency Plan for AIDS Relief (PEPFAR), and the Global Fund to Fight HIV/AIDS, Tuberculosis and Malaria," and application dated November 23, 2015, which are hereby made a part of this Non-Research award hereinafter referred to as the Notice of Award (NoA). The Department of Health and Human Services (HHS) grant recipients must comply with all terms and conditions outlined in their NoA, including grants policy terms and conditions contained in applicable HHS Grants Policy Statements, and requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations,**

as applicable; as well as any requirements or limitations in any applicable appropriations acts. The term grant is used throughout this notice and includes cooperative agreements.

**Note:** In the event that any requirement in this Notice of Award, the Funding Opportunity Announcement, the HHS Grants Policy Statement, 45 CFR Part 75, or applicable statutes/appropriations acts conflict, then statutes and regulations take precedence.

**Approved Funding:** Funding in the amount of **\$7,199,537.00** is approved for the Year **03** budget period, which is **April 1, 2016** through **March 31, 2017**. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

Note: Refer to the Payment Information section for draw down and Payment Management System (PMS) subaccount information.

**Available Funding:** This NoA provides funding in the amount of **\$7,199,537.00** in Financial Assistance (FA) is awarded on this NoA. The remainder of the budget period Approved Funding amount is subject to the availability of funds.

- Approved Funding: **\$7,199,537.00**
- Previously awarded funding: **\$0**
- Partial Funding awarded on this Notice of award: **\$0**
- Total remaining future funding: **\$0**

**This award is fully funded.**

**Technical Review Statement Response Requirement:** The review 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/Grants Management Officer (GMS/GMO) noted in the Staff Contacts section of this NoA, no later than 30 days from the budget period start date. Failure to submit the required information by the due date, **May 1, 2016**, will cause delay in programmatic progress and will adversely affect the future funding of this project.

**Budget Revision Requirement:** By **May 1, 2016** the grantee must submit a revised budget with a narrative justification and work plan in the amount of **\$7,199,537.00**. 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 contact the GMS/GMO identified in the Staff Contacts section of this notice before the due date.

*A revised budget must be submitted that addresses the action items listed in the technical review comments. A budget summary (SF424a) must also be provided that details how to distribute this funding amongst budget cost categories.*

**To avoid restrictions, additional info is requested for the following budget categories:**

- **Indirect Cost** - Per NCIRA agreement dated May 23, 2012. Only the primary if applicable and the first subcontractor, subgrantee, subawardee may claim their complete Indirect Cost Rate. All additional subcontractors, subgrantees, subawardees may only claim up to \$25,000.00 regardless of the project period. As a result of this agreement, adjust all NICRA rate agreements per countries to reflect \$0.00 and redirect these funds toward the FOA activities.
- **Housing Allowance** - Redirect these costs toward Salary. These costs are typically reserved for the PI's only. If no salary exist then redirect these costs toward FOA activities.
- **TBD** - Grantee is required to hire staff to fill these positions within 30 days and provide the Grants Management Officer with the names of the selected individuals of hire.

**Program Income:** Should not be generated from this award.

**FUNDING RESTRICTIONS AND LIMITATIONS****ADS RESTRICTIONS:**

In addition to service provision, this application includes support for potential data collection from persons, personal records, or for laboratory specimen collection and testing that may result in a public report. Of the total award, **\$1,480,664** shall be restricted until protocols describing the activities below have been submitted to CDC DGHA-Atlanta for scientific/technical review and review of institutional human subjects protection considerations.

**A. Restriction ID Number: HQ-16-000977-01**

Restricted Activity: Protocol development for Key populations (HQ Prevention)  
Page(s): Technical Review Form Page 5  
Restriction Amount: \$ 600,000  
Cost Category: Other

**B. Restriction ID Number: HQ-16-000977-02**

Restricted Activity: Triangulation Exercise (Burma and Mozambique)  
Page(s): 33-36 ESIB (Miss the Mark and Mapping of Undiagnosed Infections)  
Restriction Amount: \$ 30,000  
Cost Category: Other

**C. Restriction ID Number: HQ-16-000977-03**

Restricted Activity: Jamaica IBBS (Caribbean Region)  
Page(s): 166  
Restriction Amount: \$188,881  
Cost Category: Contractual

**D. Restriction ID Number: HQ-16-000977-04**

Restricted Activity: Survey Data Management Software (Caribbean Region)  
Page(s): 166  
Restriction Amount: \$12,000  
Cost Category: Supplies

**E. Restriction ID Number: HQ-16-000977-05**

Restricted Activity: Survey Coupons and Promotional Materials (Caribbean Region)  
Page(s): 166  
Restriction Amount: \$5,000  
Cost Category: Other

**F. Restriction ID Number: HQ-16-000977-06**

Restricted Activity: ART Outcomes Evaluation (Caribbean Region)  
Page(s): 166  
Restriction Amount: \$10,035  
Cost Category: Travel

**G. Restriction ID Number: HQ-16-000977-07**

Restricted Activity: Suriname IBBS Consultant Costs (Caribbean Region)  
Page(s): 315  
Restriction Amount: \$57,700  
Cost Category: Contractual

**H. Restriction ID Number: HQ-16-000977-08**

Restricted Activity: Suriname IBBS - Survey planning and implementation visits (Caribbean Region)  
Page(s): 315  
Restriction Amount: \$8,848  
Cost Category: Travel

**I. Restriction ID Number: HQ-16-000977-09**

Restricted Activity: DREAMS M&E support and evaluations (Tanzania)



Page(s): 85-86  
Restriction Amount: \$225,000  
Cost Category: Travel

J. Restriction ID Number: **HQ-16-000977-10**  
Restricted Activity: Case Based Surveillance  
Page(s): 88  
Restriction Amount: \$300,000  
Cost Category: Contractual

K. Restriction ID Number: **HQ-16-000977-11**  
Restricted Activity: Support for Additional Data Synthesis and Use Activities (Tanzania)  
Page(s): 79-83  
Restriction Amount: \$20,000  
Cost Category: Other

L. Restriction ID Number: **HQ-16-000977-12**  
Restricted Activity: Analysis of EID database (Cameroon)  
Page(s): 56 &57  
Restriction Amount: \$23,200  
Cost Category: Others

All funding restrictions placed on potential data collection activities involving human subjects must be resolved no later than the end of this budget year. Data collection protocols required to release funding restrictions placed on potential data collection activities involving human subjects must be submitted to the DGHA Science Office for review within 6 months of receiving the Notice of Award. Exceptions to these deadlines will need to be submitted in writing to the PGO Grants Management Officer. If any of the restricted activities have received local IRB approval, an IRB-exempt determination, or an institutional non-research determination please submit the approval documentation with the protocol to the **Headquarters** CDC DGHA Office.

When all necessary CDC approvals have been obtained for a restricted activity, please submit a copy of the approval(s) along with a release of Human Subjects Data Collection Restriction Release Request Form to your PGO Grants Management Specialist via email.

Note 1: If funds for preparatory activities (e.g., protocol development, training, equipment, reagents, and site preparation) were not included in the application, these funds may be provided prior to protocol approval. To request funds for preparatory activities please submit a narrative describing the activities along with a release of Human Subjects Data Collection Restriction Release Request Form to your PGO Grants Management Specialist via email.

Note 2: If the restricted activity is a part of routine clinic or program operations, or laboratory quality assurance that will not result in a public report, please submit a narrative justification along with a release of Human Subjects Data Collection Restriction Release Request Form and country approval to your PGO Grants Management Specialist via email. Protocol approval is not required for these activities.

Note 3: Restricted funds shall not be withdrawn until approval is received and the restrictions have been lifted by an amended notice of award. Conducting any restricted activities without receiving CDC approval will result in enforcement action, which may require repayment of expended funds.

To obtain the Human Subjects Data Collection Restriction Release Request Form, or for more information on releasing human subjects data collection restrictions, contact the **Headquarters** CDC DGHA Office.

**Cost Limitations as Stated in the Consolidated and Further Continuing Appropriations Act, 2015 (Items A through E)**

A. Cap on Salaries (Div. G, Title II, Sec. 203): None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

**Note:** The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with Federal funds.

**B. Gun Control Prohibition (Div. G, Title II, Sec. 217):** None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

**C. Lobbying Restrictions (Div. G, Title V, Sec. 503):**

- **503(a):** No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- **503 (b):** No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- **503(c):** The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.

For additional information, see Additional Requirement 12 at <http://www.cdc.gov/grants/additionalrequirements/index.html> and Anti Lobbying Restrictions for CDC Grantees at [http://www.cdc.gov/grants/documents/Anti-Lobbying\\_Restrictions\\_for\\_CDC\\_Grantees\\_July\\_2012.pdf](http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf)

**D. Needle Exchange (Div. G, Title V, Sec. 521):** Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

**E. Blocking access to pornography (Div. G, Title V, Sec. 526):** (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

**Rent or Space Costs:** Grantees 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, including 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards. The grantee also has a responsibility to ensure sub-recipients expend funds in compliance with applicable federal laws and regulations. Furthermore, it is the responsibility of the grantee to ensure rent is a legitimate direct cost line item, which the grantee 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 grantee must provide a narrative justification, which describes their prescribed policy to include the effective date to the assigned Grants Management Specialist (GMS) identified in the CDC Contacts for this award.

**Foreign Taxes:** Pursuant to applicable grant regulations, foreign taxes charged for the purchase of goods or services that a non-Federal entity is legally required to pay in country are an allowable expense under Federal awards. For purposes of this term, foreign taxes include value-added taxes (VAT), customs duties, and other similar charges levied on any transaction financed by HHS/CDC award funds in furtherance of program activities and objectives as set forth in the funding agreement, which may include the purchase, import, use or re-export of goods or services.

The determination of whether such foreign taxes are an allowable expense will depend on whether an exemption or effective reimbursement mechanism exists in country. Effective reimbursement is defined as a reimbursement mechanism that provides for no less than substantial reimbursement of USG funds. Generally such exemptions or rights to reimbursement are set forth in bilateral or other legal agreements between the United States Government (USG) and the host country.

**1. Countries where an exemption or right to reimbursement exists:**

In countries where a bilateral or other legal agreement sets forth an exemption, the recipient must take advantage of the exemption and may not pay taxes with award funds. If, however, the host country implements the exemption through a reimbursement mechanism, the recipient may pay the taxes with award funds but must request and receive the reimbursement, as those expenses are deemed an unallowable expense under the award. If the reimbursement mechanism is used, recipients should consult with the CDC project officer and the CDC grants management specialist to determine how the reimbursed funds should be handled. If reimbursement is requested but not received from the host country despite significant effort, so long as recipient provides sufficient documentation showing efforts to seek reimbursement to the CDC grants management specialist, the foreign tax payment will be an allowable expense.

**2. Countries where no exemption and/or no right to reimbursement exist:**

In countries where a) there is no bilateral or other legal agreement in force setting forth either an exemption or a right to reimbursement, b) a bilateral or other legal agreement is in force but does not provide for an exemption or a right to reimbursement, the recipient may pay foreign taxes with award funds. Such payments would be deemed allowable expenses.

**3. Countries where a specific bilateral agreement between the US and the host country (e.g., 1951 Bilateral Agreement between the US and the UK applicable to former UK territories; 1989 bilateral between the US and Swaziland) applies (Bahamas, India, Kenya, Suriname, Swaziland, Trinidad and Tobago, and Zambia):**

Consistent with the bilateral agreement, this Notice of Grant Award represents the implementing agreement required by the bilateral agreement for tax purposes. Pursuant to the specific bilateral agreement in force, the host country has agreed that USG funds (e.g., HHS/CDC funds, PEPFAR funds) provided to and utilized by recipient, as it carries out the program activities and objectives set forth in this implementing agreement, shall be free from taxes imposed under laws in effect in the host country. These tax exemptions on USG funds include, but are not limited to, the following:

- a. Taxes, customs duties, and other similar charges levied on any transaction financed by HHS/CDC award funds in furtherance of program activities and objectives as set forth in this agreement, which may include the purchase, import, use or re-export of goods or services, including value-added taxes (VAT). Goods include, but are not limited to, commodities, equipment and supplies, including automobiles, which have been imported for the purpose of the funded program activities and objectives.
- b. Taxes of a non-Resident organization on income allowed by HHS/CDC to be derived from HHS/CDC funding of program activities and objectives set forth in this agreement.
- c. Taxation on personal income paid from HHS/CDC funds to employees of Recipient who pay taxes on their income to the United States Government; and
- d. Should any conflict or disagreement about the above exemptions arise, Recipient agrees to promptly notify CDC (project officer or grants management officer) to work to resolve such matters, guided by the principle that the funding furnished by HHS/CDC is free from taxation.

**Prostitution and Sex Trafficking (Items 1 through 7):**

1. Consistent with Section 7631(e) of the U.S. Leadership Against HIV/AIDS, Tuberculosis, and Malaria Act of 2003, 22 USC §§ 7601 et seq. ("the Leadership Act"), the U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

2. Additionally, consistent with Section 7631(f) of the Leadership Act, a prime recipient that is a non-U.S. nongovernmental organization acknowledges that, by accepting this award, it agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children.

3. Contractors and subcontractors are exempt from the above requirements if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

4. Notwithstanding the contract exemption above, not exempt from these provisions are recipients, subrecipients, contractors, and subcontractors that implement HIV/AIDS programs under this assistance award, any subaward, or procurement contract or subcontract by:

- i. Providing supplies or services directly to the final populations receiving such supplies or services in host countries;
- ii. Providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or
- iii. Providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

5. Subrecipient:

i. Prime recipient shall insert the following provision in subawards or subcontracts: "None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides."

ii. Prime recipients shall insert the following provision in subawards or subcontracts subject to Section 7631(f) (i.e., those to non-U.S. nongovernmental organizations): "By accepting this award, the subawardee/ subcontractor agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children."

6. The following definitions apply for purposes of the above provisions:

- i. "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.
- ii. "Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning.
- iii. "Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by (HHS OPDIV) prior to the end of its term.

**Trafficking In Persons:** This award is subject to the requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. Part 7104(g)).

**Cancel Year:** 31 U.S.C. Part 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 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:

Fiscal Year (FY) **2016** funds will expire September 30, **2016**. All FY **2016** funds should be drawn down and reported to Payment Management Services (PMS) prior to September 30, **2016**. After this date, corrections or cash requests will not be permitted.

## **REPORTING REQUIREMENTS**

**Annual Federal Financial Report (FFR, SF-425):** The Annual Federal Financial Report (FFR) SF-425 is required and must be submitted to your GMO/GMS no later than 90 days after the end of budget period. The FFR for this budget period is due by **June 30, 2017**. Reporting timeframe is **April 1, 2016 through March 31, 2017**.

The FFR may be downloaded from the following website below and submitted to the GMS via email. [https://www.whitehouse.gov/sites/default/files/omb/grants/approved\\_forms/SF-425.pdf](https://www.whitehouse.gov/sites/default/files/omb/grants/approved_forms/SF-425.pdf)

The FFR should only include those funds authorized and disbursed during the timeframe covered by the report. The final FFR must indicate the exact balance of unobligated funds and may not reflect any unliquidated obligations. There must be no discrepancies between the final FFR expenditure data and the Payment Management System's (PMS) cash transaction data. All Federal reporting in PMS is unchanged

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, the grantee is required to contact the Grants Officer listed in the contacts section of this notice before the due date

**Performance Reporting:** The Annual Performance Report is due no later than 120 days prior to the end of the budget period, **December 1, 2016**, and serves as the continuing application. This report should include the information specified in the FOA.

### **Audit Requirement :**

**Domestic Organizations:** An organization that expends \$750,000 or more in a fiscal year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR Part 75. The audit period is an organization's fiscal year. The audit must be completed along with a data collection form (SF-SAC), and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period.

The audit report must be sent to:

Federal Audit Clearing House Internet Data Entry System

**Electronic Submission:**

[https://harvester.census.gov/facides/\(S\(0vkw1zaelyzjibnahocga5i0\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(0vkw1zaelyzjibnahocga5i0))/account/login.aspx)

AND

Office of Grants Services, Financial Assessment and Audit Resolution Unit

[Electronic Copy to:PGO.Audit.Resolution@cdc.gov](mailto:PGO.Audit.Resolution@cdc.gov)

After receipt of the audit report, CDC will resolve findings by issuing Final Determination Letters.

**Audit requirements for Subrecipients to whom 45 CFR 75 Subpart F applies:** The grantee must ensure that the subrecipients receiving CDC funds also meet these requirements. The grantee must also ensure to take appropriate corrective action within six months after receipt of the

subrecipient audit report in instances of non-compliance with applicable Federal law and regulations (45 CFR 75 Subpart F and HHS Grants Policy Statement). The grantee may consider whether subrecipient audits necessitate adjustment of the grantee's own accounting records. If a subrecipient is not required to have a program-specific audit, the grantee is still required to perform adequate monitoring of subrecipient activities. The grantee shall require each subrecipient to permit the independent auditor access to the subrecipient's records and financial statements. The grantee must include this requirement in all subrecipient contracts.

Note: The standards set forth in 45 CFR Part 75 Subpart F will apply to audits of fiscal years beginning on or after December 26, 2014.

**Federal Funding Accountability and Transparency Act (FFATA):**

***In accordance with 2 CFR Chapter 1, Part 170 Reporting Sub-Award And Executive Compensation Information, Prime Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant equal to or greater than \$25,000.***

Pursuant to 45 CFR Part 75, §75.502, a grant sub-award includes the provision of any commodities (food and non-food) to the sub-recipient where the sub-recipient is required to abide by terms and conditions regarding the use or future administration of those goods. If the sub-awardee merely consumes or utilizes the goods, the commodities are not in and of themselves considered sub-awards.

2 CFR Part 170: [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr170\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr170_main_02.tpl)

FFATA: [www.fsrs.gov](http://www.fsrs.gov).

**Reporting of First-Tier Sub-awards**

Applicability: Unless you are exempt (gross income from all sources reported in last tax return is under \$300,000), 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 sub-award to an entity.

Reporting: Report each obligating action of this award term to [www.fsrs.gov](http://www.fsrs.gov). For sub-award 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). You must report the information about each obligating action that the submission instructions posted at [www.fsrs.gov/specify](http://www.fsrs.gov/specify).

**Total Compensation of Recipient Executives:** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:

- The total Federal funding authorized to date under this award is \$25,000 or more;
- In the preceding fiscal year, you received—
  - 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 Part 170.320 (and sub-awards); and
  - \$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 Part 170.320 (and sub-awards); and
  - 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. Part 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?explorer.event=true>).

Report executive total compensation as part of your registration profile at <http://www.sam.gov>. Reports should be made at the end of the month following the month in which this award is made and annually thereafter.

**Total Compensation of Sub-recipient Executives:** Unless you are exempt (gross income from all sources reported in last tax return is under \$300,000), for each first-tier sub-recipient under this award, you must report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if:

- In the sub-recipient's preceding fiscal year, the sub-recipient received—
  - 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 Part 170.320 (and sub-awards); and
  - \$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 sub-awards); and
  - 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. Part 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/excomp.htm>).

You must report sub-recipient executive total compensation to the grantee by the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1st and 31st), you must report any required compensation information of the sub-recipient by November 30th of that year.

Definitions:

- **Entity** means all of the following, as defined in 2 CFR Part 25 (Appendix A, Paragraph(C)(3)):
  - Governmental organization, which is a State, local government, or Indian tribe;
  - Foreign public entity;
  - Domestic or foreign non-profit organization;
  - Domestic or foreign for-profit organization;
  - Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- **Executive** means officers, managing partners, or any other employees in management positions.
- **Sub-award:** a legal instrument to provide support to an eligible sub-recipient for the performance of any portion of the substantive project or program for which the grantee received this award. The term does not include the grantees procurement of property and services needed to carry out the project or program (for further explanation, see 45 CFR Part 75). A sub-award may be provided through any legal agreement, including an agreement that the grantee or a sub-recipient considers a contract.
- **Sub-recipient** means an entity that receives a sub-award from you (the grantee) under this award; and is accountable to the grantee for the use of the Federal funds provided by the sub-award.
- **Total compensation** means the cash and non-cash dollar value earned by the executive during the grantee's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR Part 229.402(c)(2)):
  - Salary and bonus
  - 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.
  - 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.
  - Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

- o Above-market earnings on deferred compensation which is not tax-qualified.
- o 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.

**Reporting of Foreign Taxes:** The U.S. Department of State requires that agencies collect and report information on the amount of taxes assessed, reimbursed and not reimbursed by a foreign government against commodities financed with funds appropriated by the U.S. Department of State, Foreign Operations and Related Programs Appropriations Act (SFOAA) of 2011 (United States foreign assistance funds). Outlined below are the specifics of this requirement:

1. **Annual Report.** The grantee must submit a report on or before November 16 for each foreign country on the amount of foreign taxes charged, as of September 30 of the same year, by a foreign government on commodity purchase transactions valued at 500 USD or more financed with United States foreign assistance funds under this grant during the prior United States fiscal year (October 1 - September 30), and the amount reimbursed and unreimbursed by the foreign government. [Reports are required even if the grantee did not pay any taxes during the reporting period.]
2. **Quarterly Report.** The grantee must quarterly submit a report on the amount of foreign taxes charged by a foreign government on commodity purchase transactions valued at 500 USD or more financed with United States foreign assistance funds under this grant. This report shall be submitted no later than two weeks following the end of each quarter: April 15, July 15, October 15 and January 15.
3. **Terms:** For purposes of this clause:
  1. Commodity means any material, article, supplies, goods, or equipment;
  2. Foreign government includes any foreign government entity;
  3. Foreign taxes means value-added taxes and custom duties asses by a foreign government on a commodity. It does not include foreign sales taxes.
4. **Where:** Submit the reports to the Director and Deputy Director of the CDC office in the country(ies) in which you are carrying out the activities associated with this cooperative agreement. In countries where there is no CDC office, send reports to [VATreporting@cdc.gov](mailto:VATreporting@cdc.gov).
5. **Contents of Reports.** The reports must contain:
  1. grantee name;
  2. contact name with phone, fax, and e-mail;
  3. agreement number(s) if reporting by agreement(s);
  4. reporting period;
  5. amount of foreign taxes assessed by each foreign government;
  6. amount of any foreign taxes reimburse by each foreign government;
  7. amount of foreign taxes unreimbursed by each foreign government.
6. **Sub-agreements.** The grantee must include this reporting requirement in all applicable subgrants and other sub-agreements.

## GENERAL REQUIREMENTS

**Travel Cost:** In accordance with HHS Grants Policy Statement, travel costs are only allowable where such travel will provide direct benefit to the project or program. There must be a direct benefit imparted on behalf of the traveler as it applies to the approved activities of the NoA. To prevent disallowance of cost, the grantee is responsible for ensuring that only allowable travel reimbursements are applied in accordance with their organization's established travel policies and procedures. Grantees approved policies must meet the requirements of 45 CFR Part 75, as applicable.

**Food and Meals:** Costs associated with food or meals are allowable when consistent with applicable federal regulations and HHS policies and guidance, which can be found at [http://www.hhs.gov/asfr/ogapa/acquisition/effspendpol\\_memo.html](http://www.hhs.gov/asfr/ogapa/acquisition/effspendpol_memo.html). In addition, costs must be proposed in accordance with grantee approved policies and a determination of reasonableness has been performed by the grantees. Grantee approved policies must meet the requirements of 45 CFR Part 75, as applicable.



**Prior Approval:** All requests, which require prior approval, must bear the signature of the authorized organization representative. The grantee must submit these requests by **December 1, 2016** or no later than 120 days prior to this budget period's end date. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

The following types of requests require prior approval.

- Use of unobligated funds from prior budget period (Carryover)
- Lift funding restriction, withholding, or disallowance
- Redirection of funds
- Change in scope
- Implement a new activity or enter into a sub-award that is not specified in the approved budget
- Apply for supplemental funds
- Change in key personnel
- Extensions
- Conferences or meetings that were not specified in the approved budget

**Key Personnel:** In accordance with 45 CFR Part 75.308, CDC grantees must obtain prior approval from CDC for (1) change in the project director/principal investigator, business official, authorized organizational representative or other key persons specified in the FOA, application or award document; and (2) the disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

**Inventions:** Acceptance of grant funds obligates grantees to comply with the standard patent rights clause in 37 CFR Part 401.14.

**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 Grant or Cooperative Agreement Number, **GH000977**, funded by 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 or the Department of Health and Human Services.

**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 grantees of Federal research grants, shall clearly state:

- percentage of the total costs of the program or project which will be financed with Federal money
- dollar amount of Federal funds for the project or program, and
- percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

**PEPFAR Branding:** All PEPFAR-funded programs or activities must adhere to PEPFAR branding guidance, which includes guidance on the use of the PEPFAR logo and/or written attribution to PEPFAR. PEPFAR branding guidance can be found at <http://www.pepfar.gov/reports/guidance/branding/index.htm>

**Copyright Interests Provision:** This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Recipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon

acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also at the time of submission, Recipient and/or the Recipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Recipient and/or Recipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however the author is strongly encouraged to make the subject manuscript available as soon as possible. The recipient must obtain prior approval from the CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting authors working under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted articles reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

**Disclaimer for Conference/Meeting/Seminar Materials:** Disclaimers for conferences/meetings, etc. and/or publications: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract the grantee 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.

**Logo Use for Conference and Other Materials:** Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 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. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003). Accordingly, neither the HHS nor the CDC logo can be used by the grantee without the express, written consent of either the CDC Project Officer or the CDC Grants Management Officer. It is the responsibility of the grantee 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. Further, the HHS and CDC logo cannot be used by the grantee without a license agreement setting forth the terms and conditions of use.

**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 grantee 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 in applicable grant regulations found at 45 CFR Part 75.

**Federal Information Security Management Act (FISMA):** All information systems, electronic or hard copy, that contain federal data must be protected from unauthorized access. This standard 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, PL 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 these data, subject to all applicable laws protecting security, privacy, and research. If/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](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=107_cong_public_laws&docid=f:publ347.107.pdf)

**Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:**  
Grantees are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this award.

Federal Acquisition Regulations

As promulgated in the Federal Register, the relevant portions of 48 CFR section 3.908 read as follows (note that use of the term "contract," "contractor," "subcontract," or "subcontractor" for the purpose of this term and condition, should be read as "grant," "grantee," "subgrant," or "subgrantee"):

3.908 Pilot program for enhancement of contractor employee whistleblower protections.

3.908-1 Scope of section.

(a) This section implements 41 U.S.C. 4712.

(b) This section does not apply to-

(1) DoD, NASA, and the Coast Guard; or

(2) Any element of the intelligence community, as defined in section 3(4) of the National Security Act of 1947 (50 U.S.C. 3003(4)). This section does not apply to any disclosure made by an employee of a contractor or subcontractor of an element of the intelligence community if such disclosure-

(i) Relates to an activity of an element of the intelligence community; or

(ii) Was discovered during contract or subcontract services provided to an element of the intelligence community.

3.908-2 Definitions.

As used in this section-

"Abuse of authority" means an arbitrary and capricious exercise of authority that is inconsistent with the mission of the executive agency concerned or the successful performance of a contract of such agency.

"Inspector General" means an Inspector General appointed under the Inspector General Act of 1978 and any Inspector General that receives funding from, or has oversight over contracts awarded for, or on behalf of, the executive agency concerned.

3.908-3 Policy.

(a) Contractors and subcontractors are prohibited from discharging, demoting, or otherwise discriminating against an employee as a reprisal for disclosing, to any of the entities listed at paragraph (b) of this subsection, information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract, a gross waste of Federal funds, an abuse of authority relating to a Federal contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract). A reprisal is prohibited even if it is undertaken at the

request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.

(b) Entities to whom disclosure may be made.

- (1) A Member of Congress or a representative of a committee of Congress.
- (2) An Inspector General.
- (3) The Government Accountability Office.
- (4) A Federal employee responsible for contract oversight or management at the relevant agency.
- (5) An authorized official of the Department of Justice or other law enforcement agency.
- (6) A court or grand jury.
- (7) A management official or other employee of the contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

(c) An employee who initiates or provides evidence of contractor or subcontractor misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a Federal contract shall be deemed to have made a disclosure.

3.908-9 Contract clause.

Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

**PAYMENT INFORMATION**

**Automatic Drawdown (Direct/Advance Payments):** 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.

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PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows:

Director, Payment Management Services  
P.O. Box 6021  
Rockville, MD 20852  
Phone Number: (877) 614-5533  
Email: [PMSSupport@psc.gov](mailto:PMSSupport@psc.gov)  
Website: <http://www.dpm.psc.gov/help/help.aspx?explorer.event=true>

**Note:** To obtain the contact information of PMS 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](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/governmental\\_and\\_tribal.aspx?explorer.event=true](http://www.dpm.psc.gov/contacts/governmental_and_tribal.aspx?explorer.event=true)

- Cross Servicing Payment Branch:

[http://www.dpm.psc.gov/contacts/cross\\_servicing.aspx?explorer.event=true](http://www.dpm.psc.gov/contacts/cross_servicing.aspx?explorer.event=true)

- International Payment Branch:

Bhavin Patel (301) 492-4918  
Email: [Bhavin.patel@psc.hhs.gov](mailto:Bhavin.patel@psc.hhs.gov)

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:

U.S. Department of Health and Human Services  
Division of Payment Management  
7700 Wisconsin Avenue, Suite 920  
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.

**Payment Management System Subaccount:** Effective October 1, 2013, a new HHS policy on subaccounts requires the CDC setup payment subaccounts within the Payment Management System (PMS) for all grant awards. Funds awarded in support of approved activities have been obligated in a newly established subaccount in the PMS, herein identified as the " P Account". A P Account is a subaccount created specifically for the purpose of tracking designated types of funding in the PMS.

Funds must be used in support of approved activities in the FOA and the approved application. All award funds must be tracked and reported separately.

The grant document number and subaccount title (below) must be known in order to draw down funds from this P Account.

Grant Document Number: **000977HA13**

**Exchange Rate:** All requests for funds contained in the budget, shall be stated in U.S. dollars. Once an award is made, CDC will not compensate foreign grantees for currency exchange fluctuations through the issuance of supplemental awards.

**Acceptance of the Terms of an Award:** By drawing or otherwise obtaining funds from the grant Payment Management Services, the grantee 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 within thirty (30) days of receipt of this award notice.

**Certification Statement:** By drawing down funds, the grantee 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. Recipients must comply with all terms and conditions outlined in their NoA, including grant policy terms and conditions contained in applicable HHS Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grants administration regulations, as applicable; as well as any regulations or limitations in any applicable appropriations acts.

## **CDC ROLES AND RESPONSIBILITIES**

**Roles and Responsibilities:** Grants Management Specialists/Officers (GMO/GMS) and Program/Project Officers (PO) work together to award and manage CDC grants and cooperative agreements. From the pre-planning stage to closeout of an award, grants management and program staff have specific roles and responsibilities for each phase of the grant cycle. The GMS/GMO is responsible for the business management and administrative functions. The PO is responsible for the programmatic, scientific, and/or technical aspects. The purpose of this

factsheet is to distinguish between the roles and responsibilities of the GMO/GMS and the PO to provide a description of their respective duties.

**Grants Management Officer:** The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards including:

- Determining the appropriate award instrument, i.e.; grant or cooperative agreement
- Determining if an application meets the requirements of the FOA
- Ensuring objective reviews are conducted in an above-the-board manner and according to guidelines set forth in grants policy
- Ensuring grantee compliance with applicable laws, regulations, and policies
- Negotiating awards, including budgets
- Responding to grantee inquiries regarding the business and administrative aspects of an award
- Providing grantees with guidance on the closeout process and administering the closeout of grants
- Receiving and processing reports and prior approval requests such as changes in funding, carryover, budget redirection, or changes to the terms and conditions of an award
- Maintaining the official grant file and program book

The GMO is the only official authorized to obligate federal funds and is responsible for signing the NoA, including revisions to the NoA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization.

**GMO Contact:** See Staff Contacts below for the assigned GMO

**Grants Management Specialist:** The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards. Many of the functions described above are performed by the GMS on behalf of the GMO.

**GMS Contact:** See Staff Contacts below for the assigned GMS

**Program/Project Officer:** The PO is the federal official responsible for the programmatic, scientific, and/or technical aspects of grants and cooperative agreements including:

- The development of programs and FOAs to meet the CDC's mission
- Providing technical assistance to applicants in developing their applications e.g. explanation of programmatic requirements, regulations, evaluation criteria, and guidance to applicants on possible linkages with other resources
- Providing technical assistance to grantees in the performance of their project
- Post-award monitoring of grantee performance such as review of progress reports, review of prior approval requests, conducting site visits, and other activities complementary to those of the GMO/GMS

**Programmatic Contact:**

Sadhna Patel, Project Officer  
Centers for Disease Control  
Telephone: 404 639-6212  
Email: [sjp5@cdc.gov](mailto:sjp5@cdc.gov)

**STAFF CONTACTS:**

**Randolph B. Williams**  
**Grants Management Officer**  
Centers for Disease Control and Prevention  
Office of Grants Services  
Global Health Services Branch  
2920 Brandywine Road - Mailstop: K-75  
Atlanta, GA 30341-4146  
Telephone: (770) 488-8382\_  
Email: [gur2@cdc.gov](mailto:gur2@cdc.gov)

**STAFF CONTACTS**

**Grants Management Specialist: Teresa Kidd**  
Center for Disease Control and Prevention  
CDC/OD/OCOO/PGO  
Koger Center/Colgate Bldg. 2704.06  
MS K-75  
Atlanta, GA 30333  
Email: [ibq5@cdc.gov](mailto:ibq5@cdc.gov) Phone: 770-488-2793 Fax: 770-488-1515

**Grants Management Officer: Angie Tuttle**  
Centers for Disease Control and Prevention (CDC)  
Procurement and Grants Office  
2920 Brandywine Road, MS E-15  
Atlanta, GA 30341  
Email: [atuttle@cdc.gov](mailto:atuttle@cdc.gov) Phone: (770) 488-2863 Fax: (770) 488-2868

**SPREADSHEET SUMMARY**

**GRANT NUMBER: 5U2GGH000977-03**

**INSTITUTION: The Regents of the UCSF**

Budget	Year 3	Year 4	Year 5
Other	\$7,199,537	\$1	\$1
TOTAL FEDERAL DC	\$7,199,537	\$1	\$1
TOTAL FEDERAL F&A			
TOTAL COST	\$7,199,537	\$1	\$1

## Attachment D – Representations and Certification

**By signing the Subaward Agreement, the authorized official of Subrecipient certifies, to the best of his/her knowledge and belief that:**

**Debarment, Suspension, and Other Responsibility Matters:** Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

**Single Audit Assurance:**

Subrecipient assures Prime Recipient that it complies with A-133, 45 CFR 75, and/or 2 CFR 200 and that it will notify Prime Recipient of completion of required audits and of any adverse findings which impact this subaward.

**Non-Discrimination:** The Subrecipient must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, as amended, and certifies that valid Assurances of Compliance (Form HHS 690) are on file with the HHS Office for Civil Rights.

**Statement of Non-Delinquency on Federal Debt:** The Subrecipient certifies that it is in compliance with OMB Memorandum M-84-32, Certification of Non-delinquency by Applicants for Federal Assistance, which provides that the recipient of federal funds is not delinquent on the repayment of any Federal debt.

**Scientific Integrity:** Subrecipient certifies that the institution has established administrative policies as required by the Final Rule (42 CFR Part 50, Subpart A), and that it will comply with those policies and the requirements of the final Rule as published at 54 FR 32446, August 8, 1989. Expenditures of awarded funds by the Subrecipient for research that are invalid or unreliable because of misconduct in science may be determined to be unallowable costs for which the Subrecipient is liable for repayment.

**Certification of a Drug-Free Workplace:** The Subrecipient certifies that it has implemented appropriate policy in accordance with the Drug-Free Workplace Act of 1988 as provided in 45 CFR, Part 76, Subpart F.

**Gun Control Prohibition (Div. G, Title II, Sec. 217):** None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

**Lobbying Restrictions (Div. G, Title V, Sec. 503):**

503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

503 (b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of



gun control.

For additional information, see Additional Requirement 12 at <http://www.cdc.gov/grants/additionalrequirements/index.html> and Anti Lobbying Restrictions for CDC Grantees at [http://www.cdc.gov/grants/documents/Anti-Lobbying\\_Restrictions\\_for\\_CDC\\_Grantees\\_July\\_2012.pdf](http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf)

**Needle Exchange (Div. G, Title V, Sec. 521):** Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

**Blocking Access to Pornography (Div. G, Title V, Sec. 526):** (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

