Committee	Item	No.	5	
Board Item	No.		21	

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

	pervisors Meeting	Date 7/13/19
Board of Su	pervisors meeting	Date
Cmte Boa	rd ′	
	Motion Resolution Ordinance Legislative Digest Budget Analyst Report Legislative Analyst Report Ethics Form 126 — A Introduction Form (for hearings) Department/Agency Cover Letter MOU Grant Information Form Grant Budget Subcontract Budget Contract/Agreement Award Letter Application Public Correspondence	and/or Report
OTHER	(Use back side if additional space	e is needed)
•	·	Pate June 24, 2010 Pate

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

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

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

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

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

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

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

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

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

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

FILE NO.

RESOLUTION NO.

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

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

FURTHER RESOLVED, That the Director of Health is authorized to enter into the

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

RECOMMENDED:

APPROVED:

Mitchell Katz, M.D. Director of Health

Office of the Mayor

Office of the Controller

Department of Public Health BOARD OF SUPERVISORS

City and County of San Francisco

Department of Public Health



Gavin Newsom Mayor

Mitchell H. Katz, MD Director of Health

Angela Calvillo, C	lerk of the Board of Supervisors	
Mitchell H. Katz Director of Heal	M.D. WE-	
June 3, 2010		
Grant Accept &	Expend	
President's Eme	rgency Plan for AID- \$200,331	
find the original and	4 copies of each of the following:	
ırant resolution, orig	inal signed by Department	
mation form, includi	ng disability checklist	
et and justification		
(1)		
Requirements:		
presentative to re	ceive a copy of the adopted resolution:	
derson	Phone: 554-2655	
ddress: Dept. of Pu	blic Health, 101 Grove St., Room 330	
quired Yes 🗌	No 🖂	
	Mitchell H. Katz, Director of Healt June 3, 2010 Grant Accept & President's Eme find the original and grant resolution, origination form, includirate and justification (1) Requirements:	Grant Accept & Expend President's Emergency Plan for AID- \$200,331 find the original and 4 copies of each of the following: grant resolution, original signed by Department mation form, including disability checklist set and justification (1) Requirements: Presentative to receive a copy of the adopted resolution: derson Phone: 554-2655 ddress: Dept. of Public Health, 101 Grove St., Room 330

Fi	le Number:	·	
	(Provided by Cle	rk of Board of Supervisors)	
			rmation Form January 2000)
	ırpose: Accompani pend grant funds.	es proposed Board of Superviso	rs resolutions authorizing a Department to accept and
Th	e following describ	es the grant referred to in the ac	companying resolution:
1.	Grant Title:	President's Emergency Plan fo	r Aid
2.	Department:	Department of Public Health AIDS Office HIV Epidemiology Section	
3.	Contact Person:	Henry Fisher Raymond	Telephone: 554-9093
4.	Grant Approval S	tatus (check one):	
	[X] Approved	by funding agency	[] Not yet approved
5.	Amount of Grant	Funding Approved or Applied for	: \$200,331
	i. Matching Funds l b. Source(s) of mat	Required: No ching funds (if applicable): N/A	
b	i. Grant Source Ag i. Grant Pass-Thro JCSF)	ency: Centers for Disease Contrugh Agency (if applicable): The f	ol (CDC) Regents of the University of California, San Francisco
Th Po	Proposed Grant P nis project will provi pulations (MARPS utcomes, Literature	ide training and technical assista i) Surveillance Activities, Triangu	nce for Surveillance Training and Modules, Most At Risl lation Activities, Tanzania Anti-retroviral Therapy (ART)
9.	Grant Project Sch	edule, as allowed in approval do	cuments, or as proposed:
	Start-I	Date: April 1, 2010	End-Date: March 31, 2011
10	. If new positions	are created, explain the dispositi	on of employees once the grant ends? N/A
11	a. Amount budget	ed for contractual services: N/A	
	c. If so, will contra	services be put out to bid? N/A ct services help to further the go be a one-time or ongoing request	als of the department's MBE/WBE requirements? N/A for contracting out? N/A
12	b1. If yes, how mu	et include indirect costs? ich? \$21,464 b2. How was the idirect costs not included? N/A	[x] Yes [] No amount calculated? 12% of total modified direct costs

[]Not allowed by []Other (please e		[]To max	imize use of grant funds o	on direct services
14. Any other significant these funds retroactive to 2010.	grant requirements or April 1, 2010 because	comments: DF the Departme	PH respectfully requests to nt did not receive the agre	accept and expend eement until May 24,
Disability Access Che	cklist*	·	•	•
15. This Grant is intended	I for activities at (chec	k all that apply)	:	
[xx] Existing Site(s) [] Rehabilitated Site(s) [] New Site(s)	[] Existing Struc [] Rehabilitated [] New Structure	Structure(s)	[] Existing Program [xx] New Program(s)	
16. The Departmental AD and concluded that the pr all other Federal, State ar disabilities, or will require	oject as proposed will nd local access laws a	be in complian nd regulations	ice with the Americans wi and will allow the full inclu	th Disabilities Act and usion of persons with
Comments:				
Departmental or Mayor's	Office of Disability Re	viewer: _ < Ja	son Hashimoto	
Date Reviewed:	3/10	<i></i>	and the second s	
Department Approval:	Mitchell Katz, M.I	D.	Director of Public Hea	alth

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
AIDS Office - HIV/AIDS Statistics and Epidemiology Section
Atlanta HQ UCSF Technical Assistance to Support President's Emergency Plan for Aid
April 1, 2010 to March 31, 2011

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	46,872	10,253	36,618	12	15,258	0.20	20%	234,358	51,266	183,092	Sr. Physician Specialist 2232 7 S. Schwarcz	Sr. Physi 2232	4,
	24,314	5,319	18,996	な	7,915	0.20	20%	121,572	26,594	94,978	niologist II 5 T. Kellogg	Epidemiologist II 2803 5 T.	င့်လ
	13,938	3,049	10,889	ಸ	9,074	0.10	10%	139,377	30,489	108,888	2 H. Raymond	Manager I 0922 2	'n
	93,743	20,506	73,237	ನ	15,258	0.40	40%	234,358	51,266	183,092	Sr. Physician Specialist 2232 7 W. McFarland	Sr. Physi 2232	
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CONTRACTUAL SERVICES (02789) 1. PHFE Sub Total CONTRACTS	MATERIALS AND SUPPLIES 1. Office supplies (04951) 2. Non-inventoried equipment (04921) 3. Laboratory Supplies (04431) Sub Total SUPPLIES	EQUIPMENT 1. Scanner (06061) Sub Total EQUIPMENT	.VEL 1. Local Travel (02301) 2. Out-of-Jurisdiction Travel(02101) Sub Total TRAVEL	00101 SALARIES: 00103 MANDATORY FRINGE: TOTAL PERSONNEL:	TOTAL PERSONNEL:	STEP increases 5%	COLA 4%	Sr. Physician Specialist 2232 7 S. Schwarcz	;
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Grant Detail: 1000

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SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
AIDS Office - HIV/AIDS Statistics and Epidemiology Section
Atlanta HQ UCSF Technical Assistance to Support President's Emergency Plan for Aid

April 1, 2010 to March 31, 2011

Category/Line Item OTHER Salary Annual 28.00% Annual Fotal Annua Frin Ben Sal/Frin Ber % OF % OF FTE Monthly Rate Mth Salary Budget Frin Ben Budget Budget Total

Rent support/mtg fac (03011)
 Telephone/Com (03241)
 Postage (03561)

10. Promotions/Advertising (03599)
11. DP/W/P Equipment Maint (02911)
Sub TOTAL OTHER 4. Photocopier leasing (03131)
5. Photocopier Maintenance (02531)
6. Reproduction Services (In House) (081PR)
7. Reproduction/printing/graphic services (Outside) (03552)
8. Staff Training (02201)
9. Incentives (02783)

TOTAL DIRECT COST

178,867

139,740

39,127

161

BUDGET SUMMARY

MANDATORY FRINGE

CONTRACT / MOU MATERIALS AND SUPPLIES DIRECT COSTS

INDIRECT COST (12% of Total Modified Direct Cost)

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OTHER

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EQUIPMENT

TRAVEL

SALARIES

AWARD TOTAL BUDGET

SURPLUS/(DEFICIT)

200,331 178,867 21,464

(200,331)

2 of 2

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

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

BUDGET JUSTIFICATION

April 1, 2010 - March 31, 2011

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

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

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

\$13,938

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

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

\$24,314

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

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

\$46,872

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

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

C. TRAVEL

\$0

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

Subaward 6051sc

between

The Regents of the University of California and

San Francisco Department Public Health

Prime Grant Number: U2 GPS001468 DPA / Fund Numbers: 444250 / 29515 CFDA Number: 93.067

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

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

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

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

Article 1 - Scope of Work

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

Article II - Principal Investigators

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

Article III - Term

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

Article IV- Compensation

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

(1) The Budget, attached hereto as Attachment B and incorporated by reference. The total amount available to Subcontractor for the period reflected in Article III is \$200,331,00. This amount shall not be exceeded without the University Principal Investigator's written authorization and subsequent formal amendment to this Agreement.

6051sc

Page 1 of 5

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

Article V- Method of Payment, Financial Report Requirements

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

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

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

The final invoice, clearly marked final, shall be submitted within forty five (43) days after the term indicated in Article III and shall include only those charges incurred during the referenced term. Funds not expended during this term will revert to University unless prior written approval has been obtained for carry torward. If the final invoice cannot be submitted within such 45 day period. Subcontractor shall notify University's Extramural Funds Section of the Accounting Office in writing within the 45 day period, indicating the reason for the delay, otherwise, funds will not be available to Subcontractor.

Article VI - Rebudgeting of Funds

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

Article VII - Progress Reporting Requirements

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

Article VIII - Publicity and Publication

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

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

6051sc Page 2 of 5

Article IX - Copyrights

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

Article X - Patents and Inventions

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

Article XI - Equipment Accountability

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

Article XII - Independent Contractor

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

Article XIII - Indemnification

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

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

Article XIV - Early Termination

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

605 ISC Page 3 of 5

是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们也不会一个人,我们也没有一个人,我们也没有一个人,我们也没有一个人,我们就是一个人,我们就是一个人 第一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就 University, including pantally completed plans, drawings, data, documents, surveys, maps, reports and models.

Article XV - Protection of Human Subjects

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

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

Article XVI - Care and Treatment of Laboratory Animals.

It research involving animals is performed under this Agreement, Subcontractor shall comply with Public Health Service Policy on Humane Care and Use of Laboratory Animals (as mandated by Public Law 99-158 as amended) and shall follow the guidelines prescribed in the National Academy of Sciences Publication dated July 1998, (revised October 1996). Guide for the Care and Use of Laboratory Animals. Evidence of approval by Subcontractor's Institutional Animal Care and Use Committee shall be provided to University.

Article XVII - Audit and Records

- A. Financial records, supporting documents and other records pertinent to this Agreement shall be retained by Subcontractor for a period of four (4) years from the date of submission of the final expenditure report, except that records pertaining to audits, appeals, litigation or settlement of claims arising out of performance of this Agreement shall be retained until such audits, appeals, litigation of claims have been disposed of
- B. All research records, including but not limited to original data and primary data-yielding materials, secondarily derived tables and figures, and statistical tabulations and other summaries, pertinent to this Agreement shall be made available to University upon its request and shall be retained by Subcontractor for a period of four (4) years from the termination date of this Agreement, except that records pertaining to any allegation of scientific misconduct or investigation, appeal, administrative proceeding or litigation relating to any charge arising out of the scientific performance of this Agreement shall be retained until three (3) years after the later of the conclusion of the allegation, investigation, appeal, administrative proceeding, litigation or acceptance by University of a final report pertaining thereto.
- C. If any audit report reflects major shortcomings in Subcontractor's infernal control systems. University may impose more stringent prior approval requirements for certain types of expenditures and/or rebudgeting and may require detailed supporting documentation for all claims for reimbursement until University is satisfied that necessary corrective action has been, or will be taken.
- D. The University, the Agency, and any of their duly authorized representatives shall have access at any reasonable time after prior written notification to perfinent books, documents, papers and records of Subcontractorin order to make audits, examinations, excepts and transcripts in the event that any payment made to the Subcontractor is determined on the basis of such audits to be unallowable the Subcontractor shall promptly refund the unallowable amount to University upon demand.

Article XVIII - Civil Rights and Equal Employment Opportunity

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

6051sc Page 4 of 5

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Article XIX - Agency Policies

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

Article XX - Notices

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

To University: The Regents of the University of California

Office of Sponsored Research

Attention: Contracts and Grants Officer

University of California

333 California Street, Suite 315 San Francisco, CA 94143-0962

To Subcontractor Sajid Shiaka

San Francisco Department of Public Health

1380 Howard Street, 4th Floor San Francisco, CA 94103

Article XXI - Governing Law

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

Article XXII - Entire Agreement

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

Article XXIII - Signatory

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

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

The Regents of the University of California

San Francisco Department of Public Health

Ву

John Radkowski

Contracts and Grants Officer

Office of Sporsored Research

Name Barbara Garcia

Title:

Deputy Director of Health

Date

95 | 18/10

Date

e May 19, 2010

6051sc

Page 5 of 5

ATTACHMENT A

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

Surveillance Training and Modules:

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

Willi McFarland - 05 Henry Raymond - 10 Sandy Schwarez - 10 Staff Allocations:

ARPS Surveillance Activities:

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

Willi McFarland - .15 Staff Allocations:

Triangulation Actividies:

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

Staff Allocations:

Willi McFarland - .20

l'anzania ART Outcomes

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

Staff Allocations:

in dissipated the state.

Tim Kellogg - ,20

Literature Digest Activities:

Deliverables: Four summaries of recept evaluation publications per month for

production of monthly lif digest.

Staff Allocations: Sandra Schwarcz - .10

Deleted; 5/10/2010

ATTACHMENT B

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ATTACHMENT C

The Regents of the University of California

Controller's Office, Box 98/2 San Francisco, CA 94/41/98/12 Atto: Accounts Payarly Subcontracts Desk 161, Nos: 4/15-476-7907; 415-476-8461; FAX #415-478-6168

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Wire Information (if to be paid by Wire)

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Notice of Award Department of Health and Human Services Centers for Disease Control and Prevention NATIONAL CENTER FOR HIV. VIRAL HEPATITIS, STDS AND TO PREVENTION:

Issue Date: : 05/07/2010



ATTACHMENT D

Grant Number: 5U2GPS001468-02

Principal investigator(s): GEORGE WILLIAMS RUTHERFORD, MD

Project Tille: ATLANTA HOLUCSE TEOHNICAL ASSISTANCE TO SUPPORT PRESIDENTS EMERGENCY PLANFOR AID

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

Award e-mailed to: cgrasteam@ucsf.edu

Budget Period: 04/01/2010 - 03/31/2011 Project Period: 04/01/2009 - 03/31/2014

Dear Business Official:

'Award Calculation' in Section I and "Terms and Conditions" in Section III) to CALIFORNIA UNIV SAN FRANCISCO in support of the above referenced project. This award is pursuant to the authority of Section 307 Public Health Service Act 42U.S.C. Section 2421 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms

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 confact the individual(s) referenced in Section

Sincerely yours,

hinker

Randolph Williams Grants Management Officer Centers for Disease Control and Prevention

Additional information follows:

Page 1 of 6

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CDC Administrative Data: PCC: N / OC: 4151 / Processed: WILLIAMSR0012.05/05/2010

SECTION II—PAYMENT/HOTLINE INFORMATION = 5U2GPS001468-02

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

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS (1-800-447-8477)) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to histips@oig his gov or by mail to Office of the Inspector General, Department of Health and Human Services, Atin: 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 clied

SECTION II 4 TERMS AND CONDITIONS - 5U2GPS001468-02

This award is based on the application submitted to, and as approved by, CDC on the above filled 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.
- The restrictions on the expenditure of lederal 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.

- The HS Grants Policy Statement, including addence in affect as of the beginning date of the budget period.
- e: This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income: Additional Costs

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

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

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

- 2. GOVERNING REGULATIONS, POLICIES AND PROCEDURES: Title 45 Code of Federal Regulation (CFR) Part 74, 2 CFR Part 215 Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and 2 CFR Part 220, Cost Principles for Educational Universities.
- 3. INDIRECT COSTS: Indirect costs are based upon the agreement dated December 14:2005.
- 4. ESTIMATED UNOBLIGATED BALANCE: The amount of \$1,540,000 in estimated unobligated funds from budget year 01 is carned forward for use in this budget period. It actual unobligated betance is less when the Final Financial Status Report (FSR), SF 269 is submitted, then the amount used on this award will be reduced by the difference between the estimated and the actual.

5. HUMAN SUBJECTS DATA COLLECTION

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

6. REPORTING REQUIREMENTS:

 a. The SF 263 (Financial Status Report - FSR) is due to the CDC Grants Management Office ho later then 90 days after the end of each budget period (June 30, 2011). The FSR is not to report costs cumulatively.

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

Page 3 of 6

after their major design presenting the indicate that he significant

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

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

- 7. FOREIGN TRAVEL. Recipient institutions must comply with the requirement that a L.S. flag air carrier be used by domestic grantees to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement shall not be influenced by factors of cost, convenience or personal travel preference.
- 8. CORRESPONDENCE: All correspondence regarding this award must be identified with the award number as shown on the face page of this award.
- 9. PRIOR APPROVAL. All requests that require the prior approval of the Grants Management. Officer grants bear the signature of an authorized official of the grantee business office as well as that of the principal investigator or program director. Any request received without two signatures will be returned. Additionally, any requests involving funding issues most include a new proposed budget and a narrative justification of the requested changes.
- 10. EQUIPMENT AND PRODUCTS: To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. Title to equipment acquired by a recipient with RHS funds shall yest in the recipient; subject to the conditions in 45 CFR 74.34. In addition, the recipient's property management standards for equipment acquired with Federal funds and federally-owned equipment shall be maintained in accordance with 45 CFR 74.34.
- 11. INVENTIONS: Acceptance of grant funds obligates recipients to comply with the standard patent rights dauses in 37 CFR 401.14.
- 12. PUBLICATIONS: Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, such as: This publication (journal article, etc.) was supported by Cooperative Agreement Number PS001537 from the Centers for Disease Control and Prevention (CDC). Its contents are solally the responsibility of the authors and do not necessarily represent the official views of GDC.
- 13. ACKNOWLEDGMENT OF FEDERAL SUPPORT: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money. (2) the dollar amount of Federal funds for the project or program and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- 44. INSPECTOR GENERAL: The HHS Office of the Inspector General (OIG) maintains a foll-free telephone number: (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to thistips@oig.inlis.gov or by mail to Office of the inspector General, Department of Health and Human Services, and Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20203. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain enonymous.

15. PAYMENT INFORMATION

Automátic Drawdown:

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

Page 4 of 6

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

- A. PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows: Division of Payment Management, FMS/PSC/HHS, P.O. Box 6021, Rockville, MD 20052.
- B. For all other carriers, such as United Parcel Service, Federal Express, or other commercial : service, the correspondence should be addressed as follows: Division of Payment Management, FMS/PSG/HHS, 5600 Fishers Lane : 11-33, 11th Floor Head House Wing, Rockville; MD 20857.
- C. By drawing or otherwise obtaining funds for the award from the grant payment system, the recipient accepts the terms and conditions of the award and agrees to perform in accordance with the requirements of the award.

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

- AUDIT REQUIREMENT: OMB Circular A-133, Audits of States, Local Governments and Nonprofit Institutions establish audit requirements for this award.
- 17. CAPACITY BUILDING REQUIREMENTS: The grantee agrees to implement strategies for facilitating scale-up and sustainability of activities supported under this agreement that include building on and strengthening existing local networks and institutions that benefit the populations served. The grantee shall endeavor to strengthen indigenous capacity in all aspects of this agreement, and especially focus on human capacity development.

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

18. TRAFFICKING IN PERSONS. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term and condition, go to:

http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_for_Trafficking_in_Persons shifts.

19. CDC CONTACT NAMES:

Programmatic Confact:
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المقتافة والأفهره الهية ببرياض يجربون

Email: gur2@cdc.gov.Phone: 770-488-8382 Fax: 770-488-2688

SPREADSHEET SUMMARY GRANT NUMBER: 5U2GPS001468-02

INSTITUTION: UNIVERSITY OF CALIFORNIA SAN FRANCISCO

	بمقديد فيتنج والمتحدث والمتحدث والمتحدث والمتحدث	كالكيان الأناوات والمتحدد والمتالية والمتاكن والمتاكن والمتاكات والمتاكن وا	olk-lähes milkissaa säällävälilikke, seja.	<u> </u>	the same of the trace of the state of the section of the section is
X	Budget	Yean 2	Year 3	Year4	Year 5
- 2	Salaries and	\$515,080			
	Wages	Daniel I. A. A. A. A. A.	ica na seu Allemanto vo d'		
Ĭ,	Fringe Benefits	\$129,308	Control of the contro	istorio del adiminio di fu	
13	Personnel Costs	\$644,388			
Ġ	(Subtotal)	and the second of the second o	an wall follows det	and the state of t	Swine Shiel American St. Vice S.
Ų	Equipment	\$9,200	Postar com delector i i Abidelli	Managara and America	tri analesa diitanthala nima
1	Supplies.	\$8,724		And Works Add	the Parketing of the
	Consortium/Contra-	\$182,835		Care, Anna La La La Maria de La Care de Care d	
	ctual Cost		di ana menadorente da arrigidad la	Mr. S. Ja Williams . Saint . I . Saint . I	
1	Travel Costs	\$264,619			Balde and a Lordania
7.0	Other	\$145,094	are, and the first		Li Mataka Kamala A
	TOTAL PEDERAL	\$1,254,860	5500,000	\$500,000	3600,000
	OC.	and the second	linn is Midra , , , , , , i	Mr. mark & S. Samuela and all	Property of the second second
	TOTAL FEDERAL	\$285,141			
	E&A		es selekki eső n	Broken Haline - Richardson	Laurence But Brown son
	TOTAL COST	S.T enerana - 1, 2, 149 Ju	\$500,000	050D,Q00	\$500,000

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