

Research Subaward Agreement
11626sc
between
The Regents of the University of California
and
City and County of San Francisco

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, (hereinafter "UCSF") and City and County of San Francisco (hereinafter "Subrecipient").

WHEREAS, UCSF is the recipient of Award Number 1 NU2GGH002183-01-00 ("Award") from Centers for Disease Control ("CDC" or "Sponsor"), for the conduct of a program entitled "Targeted HIV/TB Strategic Information Technical Assistance for President's Emergency Plan for AIDS Relief (PEPFAR) and Global Fund to Fight AIDS, Tuberculosis and Malaria (GFATM) Countries" ("Project") as detailed in the application previously submitted to the Sponsor; and

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

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

Article I – Scope of Work

Subrecipient shall perform those tasks described in Subrecipient's Scope of Work (Attachment A), which is incorporated herein and made a part of this agreement.

Article II – Project Management

George Rutherford is designated as UCSF's Principal Investigator, who is responsible for the overall conduct of the Project and is responsible for overall technical monitoring and guidance. Any significant changes in the performance of this Subaward as outlined in Subrecipient's proposal and Scope of Work require authorization by UCSF's Principal Investigator.

William McFarland is designated as Subrecipient's 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 UCSF and an amendment to this Subaward.

Article III – Period of Performance

The authorized period of performance is from **September 30, 2019** through **December 31, 2019**. The period of performance may be extended only by written amendment to this Subaward. UCSF 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 UCSF's Authorized Official within 30 days from receipt of the amendment. Unilateral acceptance of the amendment does not bypass internal approval processes of Subrecipient.

Article IV – Compensation

UCSF 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 **\$17,533** 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 or carried forward without written authorization of UCSF's Principal Investigator 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.

Article V – Method of Payment

Subrecipient shall submit monthly invoices in US Dollars to UCSF after incurring allowable costs. All invoices must provide a current and cumulative breakdown of costs by major cost category in accordance with Attachment B. All invoices shall be dated, numbered, and must include this Subaward number, **11626sc**. 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 to the attention of:

University of California, San Francisco Campus (UCSF)
Supply Chain Management - Accounts Payable
Attn: Subcontracts Desk
Box 0812
1855 Folsom Street, Suite 304
San Francisco, CA 94143-0812
Email: subcontract@ucsf.edu

For questions about invoicing, contact scmap@ucsf.edu. UCSF 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.

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

Article VI – Progress and Financial Reporting Requirements

Subrecipient shall furnish to UCSF any financial, technical, or performance reports and assistance reasonably requested by UCSF's Principal Investigator as required to meet UCSF's obligations under the Award. All reports required under the Award are due to UCSF **thirty (30) days** before the due date specified in 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 such reports shall be submitted to UCSF's Principal Investigator.

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 UCSF, 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 as required by applicable laws and regulations. Notwithstanding the foregoing sentence, any records pertaining to audit, appeals, litigation, or 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 UCSF upon its request and shall be retained by Subrecipient for a period as required by applicable laws and regulations. Notwithstanding, if any litigation, claim, or audit begins before the end of the retention period specified herein and the final action related to the litigation, claim, or audit is not taken before the end of that period, Subrecipient must retain all

records related to this Subaward that may be involved in the litigation, claim, or audit until all findings involving the records have been resolved and final action taken.

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

d) UCSF, the Sponsor, the Comptroller General of the United States, and any of their duly authorized representatives shall have access at any reasonable mutually agreeable 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 Subrecipient is determined on the basis of such audits to be unallowable, Subrecipient shall promptly refund the unallowable amount to UCSF 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 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 the permission of The Regents of the University of California. Such permission may be granted by the Chancellor or his designee. UCSF 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 UCSF obtaining written permission of Sponsor's Director of Communications or equivalent position. The previous sentence notwithstanding, publication of Project results shall acknowledge the Award made to UCSF 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, 1 NU2GGH002183-01-00, 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:

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

Article IX – Intellectual Property

Copyright:

Subrecipient may assert copyright ownership on materials that it produces in the performance of the work of this Subaward. Subrecipient shall grant to UCSF a non-transferable, irrevocable, royalty-free, non-exclusive license to use, reproduce, prepare derivative works, perform, display, publish, or otherwise disseminate such copyrighted materials first

developed and delivered under this Subaward for non-commercial research, academic, and educational purposes, and as required to meet any obligations under the Award.

Pursuant to applicable grant regulations and the CDC's Public Access Policy, Subrecipient agrees to submit into the National Institutes of Health Manuscript Submission System (NIHMS) 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 twelve (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 UCSF 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 rights to fully comply with this provision and the license reserved by the 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.

Patents and Inventions:

Subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR 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 401.14.

Article X – 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 UCSF 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 UCSF or any other employment right or benefit available to or enjoyed by employees of UCSF.

Article XI – Indemnification

Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

Article XII – Insurance

Subrecipient shall maintain at its expense, during the period of this Subaward, insurance or an equivalent form of self-insurance acceptable to UCSF 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 Subrecipient, its officers, employees, and agents. Subrecipient, upon request, shall furnish UCSF 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 UCSF of any material modification, change, or cancellation of the above insurance coverages.

Article XIII – Suspension/Termination

In the event Sponsor suspends or terminates its award to UCSF, UCSF shall suspend or terminate this Subaward. Notification of suspension or termination by UCSF shall be provided to Subrecipient in writing as soon as practicable and shall 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 thirty (30) days after the final end date, Subrecipient shall submit a final invoice to UCSF. The balance owed to Subrecipient will be paid contingent upon receipt of all final reports. The preceding sentence notwithstanding, UCSF will be unable to reimburse any expenses under suspension or termination unless and until Sponsor reimburses UCSF 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 which Subrecipient can reasonably be expected to prepare and furnish to UCSF per the approved Scope of Work and the terms of this Subaward.

Article XIV – Notices

Notices required or permitted under this Subaward shall be directed to the Administrative Contact listed in Attachment E.

Article XV – Award Terms and Conditions

- a) Unless sections specifically exclude subrecipients from coverage, Subrecipient is subject to and shall comply with the following terms and conditions, which are incorporated herein or by reference and made a part of this Subaward:
 - 1) 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards";
 - 2) 45 CFR 75, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Health and Human Services (HHS) Awards";
 - 3) The HHS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period;

- 4) The Notice of Award;
- 5) Restrictions on the expenditure of federal funds by Congressional appropriations acts (to the extent those restrictions are pertinent to the award);

It is intended that the referenced provisions shall apply to Subrecipient in such manner as is necessary to reflect its position in relation to UCSF, to ensure its obligations to UCSF and to the United States Government, and to enable UCSF to meet its obligations under the Award.

b) In the event of a conflict between the Award and this Subaward, the terms and conditions of this Subaward shall govern.

Article XVI – Financial Conflict of Interest

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 50.

Subrecipient shall report any financial conflict of interest to UCSF’s COI Representative by emailing coiac@ucsf.edu. Any financial conflicts of interest identified shall subsequently be reported to Sponsor. Such report shall be made before the expenditure of funds authorized in this Subaward Agreement and within 45 days of any subsequently identified financial conflict of interest.

Article XVII – 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 XVIII – Governing Law

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

Article XIX – 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 Scope of Work
- Attachment B – Subrecipient Budget
- Attachment C – Award
- Attachment D – Representations and Certifications
- Attachment E – Contacts

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

FOR: The Regents of the University of California

DocuSigned by:

 Phillip DeBiase

Associate Manager, Subcontracts
 Date: 1/22/2020

FOR: City and County of San Francisco

Tomas Aragón, Director of Population Health Division

DocuSigned by:

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Date: 01/10/2020 | 4:55 PM PST

Attachment A

Project Name: Burma
Cooperative Agreement NU2GGH002183-01-00
San Francisco Department of Public Health (SFDPH)
Scope of Work

1. Name of Contractor: San Francisco Department of Public Health (SFDPH).

2. Period of Performance: September 30, 2019 to December 31, 2019

3. Scope of Work: The SFDPH subcontractor, Dr. William McFarland, will support Myanmar project needs. As part of the scope of work, Dr. McFarland will provide technical assistance on HIV surveillance related activities and facilitate or co-facilitate in-country trainings and workshops. He will also be responsible for developing study and training materials and participate regularly on conference calls and meetings.

Project Name: Burma
Cooperative Agreement NU2GGH002183-01-00
San Francisco Department of Public Health (SFDPH)
Budget Justification

Salaries and Wages: **Total: \$12,019**

William McFarland, MD, PhD, MPH&TM, Director of Surveillance, Professor and Faculty Advisor, UCSF and Director of the Center for Public Health Research at SFDPH, will provide technical assistance on all surveillance planning and implementation activities in Myanmar, and lead in-country technical trainings/workshops. We request 25% (\$12,019) salary support for this position for 3 months.

Fringe Benefit: **Total: \$3,636**

The fringe benefit rate for this subcontract is calculated as follows:

	<u>Salary Requested</u>	<u>% Benefit Rate</u>	<u>Total Fringe Benefits</u>
McFarland, William	\$ 12,019	30.25%	\$ 3,636

Total Direct Costs **Total: \$15,654**

Indirect Cost Rates: **Total: \$1,879**

The indirect cost rate is 12% of total direct expenses and is in compliance with the bilateral agreement between UCSF and SFDPH.

Total: \$17,533

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
Centers for Disease Control and Prevention
CDC Office of Financial Resources**

2939 Brandywine Road
Atlanta, GA 30341

NOTICE OF AWARD
AUTHORIZATION (Legislation/Regulations)
42 USC 287b 31 USC 6305 42 CFR 63a

1. DATE ISSUED MM/DD/YYYY 08/27/2019		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 93.067 - Global AIDS			
3. ASSISTANCE TYPE Cooperative Agreement			
4. GRANT NO. 1 NU2GGH002183-01-00 Formerly		5. TYPE OF AWARD Other	
4a. FAIN NU2GGH002183		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 09/30/2019		Through MM/DD/YYYY 09/29/2024	
7. BUDGET PERIOD MM/DD/YYYY From 09/30/2019		Through MM/DD/YYYY 09/29/2020	

8. TITLE OF PROJECT (OR PROGRAM)
Targeted HIV/TB Strategic Information Technical Assistance for President's Emergency Plan for AIDS Relief (PEPFAR) and Global Fund to Fight AIDS, Tuberculosis and Malaria (GFATM) Countries

9a. GRANTEE NAME AND ADDRESS Regents of the University of California, San Francisco, The 3333 California St San Francisco, CA 94118-1981	9b. GRANTEE PROJECT DIRECTOR Dr. GEORGE WILLIAMS RUTHERFORD 555 16th Street Box 1224 Institute for Global Health Sciences SAN FRANCISCO, CA 94143-1224
10a. GRANTEE AUTHORIZING OFFICIAL Ms. Magdalene Cho 3333 California Street, Ste 109 Box 987 Office of Sponsored Research	10b. FEDERAL PROJECT OFFICER Mrs. Priyanka Rathod 12 Corporate Boulevard, NE Atlanta, GA 30329 Phone: 404-718-5243

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) 724,500.00	
II Total project costs including grant funds and all other financial participation I		b. Less Unobligated Balance From Prior Budget Periods 0.00	
a. Salaries and WageS	195,158.00	c. Less Cumulative Prior Award(s) This Budget Period 0.00	
b. Fringe Benefits	69,495.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 724,500.00	
c. Total Personnel Costs	264,653.00	13. Total Federal Funds Awarded to Date for Project Period 724,500.00	
d. Equipment	0.00	14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies	6,325.00	YEAR	TOTAL DIRECT COSTS
f. Travel	122,372.00	a. 2	d. 5
g. Construction	0.00	b. 3	e. 6
h. Other	93,987.00	c. 4	f. 7
i. Contractual	143,434.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
j. TOTAL DIRECT COSTS	630,771.00	a. DEDUCTION	
k. INDIRECT COSTS	93,729.00	b. ADDITIONAL COSTS	
l. TOTAL APPROVED BUDGET	724,500.00	c. MATCHING	
m. Federal Share	724,500.00	d. OTHER RESEARCH (Add / Deduct Option)	
n. Non-Federal Share	0.00	e. OTHER (See REMARKS)	
REMARKS (Other Terms and Conditions Attached - <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No)		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY 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	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

GRANTS MANAGEMENT OFFICIAL:

Randolph Williams
2920 Brandywine Rd
Mailstop K75
Atlanta, GA 30341-5539
Phone: 770-488-8382

17.OBJ CLASS 41.51	18a. VENDOR CODE 1946036493A6	18b. EIN 946036493	19. DUNS 094878337	20. CONG. DIST. 12
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. 9-93904SL	b. 19NU2GGH00218319HQTb	c. GH	d. \$200,000.00	e. 75-19-0950
22. a. 9-93909D9	b. 19NU2GGH00218319ABCO	c. GH	d. \$197,000.00	e. 75-19-1721-1031-001
23. a. 9-9390BHZ	b. 19NU2GGH00218319VNCO	c. GH	d. \$30,000.00	e. 75-19-1822-1031-001

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 08/27/2019
GRANT NO. 1 NU2GGH002183-01-00	

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
24.a. 9-9390BL2	b. 19NU2GGH002183WHCC	c. GH	d. \$297,500.00	e. 75-19-1822-1031-001

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

Regents Of The University Of California, San Francisco, The

1 NU2GGH002183-01-00

1. Terms and Conditions
2. Budget table
3. TR
4. CDC Budget guidelines

Funding Opportunity Announcement (FOA) Number: **GH19-1951**
 Award Number: **GH002183**
 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

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federalregulationspolicies/index.html>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number **GH19-1951**, entitled, “**Strategic Information Support Across Countries Under the Global Fund to Fight HIV/AIDS, Tuberculosis and Malaria and under the President’s Emergency Plan for AIDS Relief (PEPFAR)**”, and application dated **October 11, 2018**, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Approved Funding: Funding in the amount of **\$ 5,000,000** is approved for the **Year 01** budget period, which is **September 30, 2019** through **September 29, 2020**. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

The federal award amount is subject to adjustment based on total allowable costs incurred and/or the value of any third party in-kind contribution when applicable.

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

Available Funding(Component Funding): Funding in the amount of **\$ 724,500** 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.

The NOFO provides for the funding of multiple components under this award. The approved component funding levels for this notice of award are:

Funding for this notice of award is approved, as follows:

Component	Amount
Quarter 1 Part 1	\$ 724,500

The following category/component(s) are approved but unfunded:

Component	Amount
Quarter 1 Part 2	\$ 400,000
Quarter 2 Part 1	\$ 325,000
Quarter 2 Part 2	\$ 325,000
Quarter 3 Part 2	\$ 600,000
Quarter 3 Part 2	\$ 373,000
Quarter 4 Part 1	\$1,352,500
Quarter 4 Part 2	\$ 900,000
Total	\$ 4,275,500

Working Capital Method: Recipients are authorized to utilize a working capital method when drawing down funds under this award. The method authorizes recipients to draw down funds to cover obligations to be reconciled and the funds dispersed within 30 days of the date of the draw down

Financial Assistance Mechanism: Cooperative Agreement

Substantial Involvement by CDC: This is a cooperative agreement and CDC will have substantial programmatic involvement after the award is made. Substantial involvement is in addition to all post-award monitoring, technical assistance, and performance reviews undertaken in the normal course of stewardship of federal funds.

CDC program staff will assist, coordinate, or participate in carrying out effort under the award, and recipients agree to the responsibilities therein, as detailed in the NOFO.

Objective/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 CDC 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, **November 4, 2019**, will cause delay in programmatic progress and will adversely affect the future funding of this project.

Budget Revision Requirement: By **November 4, 2019** the recipient must submit a revised budget with a narrative justification. 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 CDC Staff Contacts section of this notice before the due date.

Additional info is requested for the following budget categories: Ensure sub recipients budget is prepared per CDC Budget guidelines.

- **Salaries-** TBD Positions are listed. Provide the names once TBD positions are filled. Ensure LOE is allocated accordingly between this and all other federal awards. Combined LOE should not exceed 100%. HQ based staff salary cost seems high and not reasonable or sustainable.
 - Too many HQ staff are listed. Ensure there is no duplication of effort by HQ staff and in-country based staff. Revised budget is request.
 - Some of the salary increases are as high as 26% from prior year to this year. These increments are excessive and not reasonable. **Excessive salary will be restricted if not addressed in the revised budget.**
 - Staff salaries should also be consistent in all CDC awards. Some of the staff salaries listed are different from what is listed for the same staff in other current CDC awards for the same budget period.

Position Title	Name	Prior Yr	This award	Increase AMT	% Increase
Deputy	Young, Kelly H	\$182,747	\$189,600	\$6,853	4%
Core Lead	Geng, Elvin		\$189,600		?
Director of Strategic Information	Waruiru, Wanjiru	\$102,467	\$121,048	\$18,581	18%
Director of M&E	Myrick, Roger K	\$187,000	\$189,600	\$2,600	1%
Sr. Technical Advisor	Smith, Nathan M	\$137,993	\$147,428	\$9,435	7%
Sr. Technical Advisor	Weissglas, Fitti Guido	\$113,301	\$142,014	\$28,713	25%
Core Lead	Karen White Horn,	\$0	\$189,600		?
Grant Manager	Atour Malko		\$117,639	\$117,639	?
Project Analyst	Rogers, Celeste A	\$90,248	\$96,028	\$5,780	6%
Global Programs Operations	Drake, Jane E	\$0	\$163,571	\$163,571	
Director of Grants Management	Frank, Heidi Rachel	\$136,913	\$172,604	\$35,691	26%
** Director of Staffing	Usma Khan,		\$191,290		?
**Operations Coordinator	Matthew Greenway		\$90,994		?

**** some of these are admin positions - should be covered by indirect cost**

- Some of the HQ position listed in the award are administrative positions that covered by UCSF Indirect cost. These should not be billed directly to the award since they should be covered by UCSF Indirect cost charged to this award. UCSF must ensure that costs are consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. Too many directors and managers are listed.. not necessary or reasonable to have these many positions.
 - Core Leads
 - Technical Directors
 - Analysts
 - Global Programs Operations
 - Director of Grants Management
 - Grant Manager
- Some of these positions appear duplicated with other CDC awards or should not even be listed.
- UCSF must ensure there is no budget overlap between this and other UCSF awards.
- UCSF All salary proposed should be reasonable, allowable, necessary and allocable.
- **Benefits:** \$884,284- Ensure proposed benefits is consistent with similar organization providing similar activities in the country. Ensure this is provided in accordance with CDC budget guidelines.
- **Travel:** \$224,420- Ensure proposed travel is reasonable and necessary. Provide information who is traveling, where and when. Ensure this is provided in accordance with CDC budget guidelines. Revised budget requested.
- **Supplies:** Detail listing and description is needed for all items listed in the supplies budget category. Information provided is not sufficient.
- **Other- Trainings, meeting and workshops cost seems excessive.** - Detail listing of proposed training, workshops and meetings and associated cost is needed. Training/workshops/meetings must have a budget, locations, number of attendants and related costs. Information provided is not sufficient. Ensure to provide this information per CDC budget guidelines
 - Provide listing of location of training events when and who are the participants and how many?
 - Consider combining some of the proposed training/meeting events which would be cost effective.
- **Contractual cost– Sub- recipients /Sub awards Costs:** University of California, San Francisco (UCSF) is responsible for monitoring Sub recipients.
 - UCSF must ensure that sub recipients are in compliance with grant rules and regulations.
 - UCSF must also ensure that Sub recipients have adequate internal controls and systems in place to ensure that awards funds are used appropriately to avoid fraud, waste and abuse.
 - Sub recipients must establish and maintain effective internal control over Federal awards to ensure compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.
 - UCSF must ensure costs proposed by sub-recipients are necessary, allowable, reasonable and allocable.
 - UCSF should ensure detail budget information is provided for proposed sub recipients in accordance with CDC Budget Guidelines.in accordance with CDC Budget guidelines. Ensure to provide Budget is excel format as well.

Program Income: Any program income generated under this grant or cooperative agreement will be used in accordance with the **Addition** alternative.

Addition alternative: Under this alternative, program income is added to the funds committed to the project/program and is used to further eligible project/program objectives.

Note: The disposition of program income must have written prior approval from the GMO.

FUNDING RESTRICTIONS AND LIMITATIONS

Human Subjects Restriction(s): 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 public dissemination. Of the total approved budget **\$800,000**, shall be restricted until protocols describing the activities below have been submitted to CDC DGHT-Atlanta for scientific/technical review and review of institutional human subjects protection considerations.

A. Restriction ID Number: **HQ-19-002183-01**

Restricted Activity: Adapting surveillance methods and designing innovative mortality survey methodologies

Page(s): 11

Restriction Amount: \$100,000

Cost Category: Salaries

B. Restriction ID Number: **HQ-19-002183-02**

Restricted Activity: Adapting surveillance methods and designing innovative mortality survey methodologies

Page(s): 11

Restriction Amount: \$100,000

Cost Category: Travel

C. Restriction ID Number: **HQ-19-002183-03**

Restricted Activity: Design Surveillance methodologies based on routine program data system

Page(s): 12

Restriction Amount: \$200,000

Cost Category: Salaries

D. Restriction ID Number: **HQ-19-002183-04**

Restricted Activity: Provide support for analysis, writing, dissemination and use of results

Page(s): 12

Restriction Amount: \$100,000

Cost Category: Contractual

E. Restriction ID Number: **HQ-19-002183-05**

Restricted Activity: Evaluation to analyze program data quality assessment results over time, interviews with community and site staff

Page(s): 18

Restriction Amount: \$100,000

Cost Category: Contractual

F. Restriction ID Number: **HQ-19-002183-06**

Restricted Activity: Target support for developing statistical methods for HIV and TB data analysis and use

Page(s): 13

Restriction Amount: \$200,000

Cost Category: Contractual

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 DGHT Science Integrity Branch for review within 6 months of receiving the Notice of Award. Exceptions to these deadlines will need to be submitted in writing to the Office of Financial Resources (OFR) 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 DGHT 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 OFR 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 OFR 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 public dissemination, please submit a narrative justification along with a release of Human Subjects Data Collection Restriction Release Request Form and country approval to your OFR 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.

Note 4: With regard to scientific conference attendance, as stated in the Notice of Funding Opportunity, "IPs with accepted oral posters or oral abstracts for presentations that give clear attribution to PEPFAR may be authorized to use PEPFAR funds for travel providing that funds are available for travel. Funds for travel must be drawn from an existing agreement with the IP and not from PEPFAR country program management and operations budget. IPs must obtain prior approval from their respective Project Officer for participation and on availability and use of funds." Please note that use of cooperative agreement funds to attend scientific conferences by non-presenters and non-oral poster presenters is not authorized, except by Partner Government Officials with approval of the PEPFAR Deputy Principals through the process outlined in the Notice of Funding Opportunity.

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 DGHT Office.

Indirect Costs: Indirect costs are approved based on the Indirect Cost Rate Agreement dated November 27, 2017, which calculates indirect costs as follows, a Predetermined rate is approved at a rate of 26 % of the base, which includes, Modified total direct Costs, consisting of all salaries and wages, fringe benefits, materials, supplies, services, travel and subgrants and subcontracts up to the first \$25,000 of each subgrants and subcontracts. Modified Total direct costs shall exclude equipment, capital

expenditures, charges for patient care, student tuition remission, rental costs of off-site facilities, scholarships, fellowships as well as the portion of each subgrant and subcontract in excess of \$25,000.

The effective dates of this indirect cost rate are from 07/01/2016 to 6/30/2021

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 6):

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. Subrecipients
 - 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 subrecipient/ 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.

Any enforcement of this provision is subject to courts' orders in *Alliance for Open Society International v. USAID* (See, e.g., S.D.N.Y. 05 Civ. 8209, Orders filed on January 30, 2015 and June 6, 2017, granting permanent injunction).

Special Provision for HHS Protecting Life in Global Health Assistance is applicable to this award. In accordance with the United States *Protecting Life in Global Health Assistance* policy, a non-governmental organization (NGO) recipient of this award acknowledges that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. The link to the full text is at: <https://www.cdc.gov/grants/federal-regulations-policies/index.html>

REPORTING REQUIREMENTS

Reporting Requirements are included in the CDC General Terms and Conditions

<https://www.cdc.gov/grants/federalregulationspolicies/index.html>.

Performance Progress and Monitoring: Performance information collection initiated under this grant/cooperative agreement has been approved by the Office of Management and Budget under **OMB Number 0920-1132**, "**Performance Progress and Monitoring Report**", **Expiration Date 8/31/2019** (or . The components of the PPMR are available for download at: <https://www.cdc.gov/grants/alreadyhavegrant/Reporting.html> .

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:

- a. **Annual Report.** The recipient 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 recipient did not pay any taxes during the reporting period.]
- b. **Quarterly Report.** The recipient 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.
- c. **Terms:** For purposes of this clause:
 - i. **Commodity** means any material, article, supplies, goods, or equipment;
 - ii. **Foreign government** includes any foreign government entity;
 - iii. **Foreign taxes** means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- d. **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.
- e. Contents of Reports. The reports must contain:
 - i. recipient name;
 - ii. contact name with phone, fax, and e-mail;
 - iii. agreement number(s) if reporting by agreement(s);
 - iv. reporting period;
 - v. amount of foreign taxes assessed by each foreign government;
 - vi. amount of any foreign taxes reimburse by each foreign government;
 - vii. amount of foreign taxes unreimbursed by each foreign government.
 - f. Sub-agreements. The recipient must include this reporting requirement in all applicable subgrants and other sub-agreements.

Required Disclosures for Federal Awardee Performance and Integrity Information System

(FAPIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Francis Muriithi, Grants Management Specialist
Centers for Disease Control and Prevention
Global Health Services Branch
2939 Flowers Road, MS: TV-1
Atlanta, Georgia 30341
Fax: (770) 488-2688 (Include "Mandatory Grant Disclosures" in subject line)
Email: IFD4@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIS). (45 CFR 75.372(b)) CDC

must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

PROGRAM OR FUNDING GENERAL REQUIREMENTS

HIV Program Review Panel Requirement: All written materials, audiovisual materials, pictorials, questionnaires, survey instruments, websites, educational curricula and other relevant program materials must be reviewed and approved by an established program review panel. A list of reviewed materials and approval dates must be submitted to the CDC Grants Management Specialist identified in the CDC Roles and Responsibilities section of this NoA.

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>

PAYMENT INFORMATION

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

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the “P Account”. Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified on the bottom of Page 1 of the Notice of Award must be known in order to draw down funds.

Document Number:	Comment
19NU2GGH00218319ABCO	Burma
19NU2GGH00218319VNCO	Vietnam
19NU2GGH00218319WHCC	Caribbean
19NU2GGH00218319HQTb	TB

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

PROGRAM OR FUNDING SPECIFIC CLOSEOUT REQUIREMENTS

The Closeout Requirements are included in the General Terms and Conditions

<https://www.cdc.gov/grants/federalregulationspolicies/index.html>

Final Performance Progress and Evaluation Report: This report should include the information specified in the NOFO and is submitted 90 days following the end of the period of performance via www.grantsolutions.gov. At a minimum, the report will include the following:

- Statement of progress made toward the achievement of originally stated aims.
- Description of results (positive or negative) considered significant.
- List of publications resulting from the project, with plans, if any, for further publication.

Additional guidance may be provided by the GMS and found at:
<https://www.cdc.gov/grants/alreadyhavegrant/Reporting.html>

CDC Staff Contacts

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.

GMS Contact:

Francis Muriithi, Grants Management Specialist
Centers for Disease Control and Prevention
Office of Grants Services
Global Health Services Branch
2920 Brandywine Road, Mailstop: K-75
Atlanta, GA 30341
Email: ifd4@cdc.gov

Program/Project Officer: The PO is the federal official responsible for monitoring the programmatic, scientific, and/or technical aspects of grants and cooperative agreements, as well as contributing to the effort of the award under cooperative agreements.

Programmatic Contact:

Priyanka Rathoda , Project Officer

Centers for Disease Control and Prevention
Division of Global HIV/AIDS
Phone: 404-718-5243
Email: wnv9@cdc.gov

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

GMOContact:

Randolph Williams - Grants Management Officer

Centers for Disease Control and Prevention
Office of Grants Services |Global Health Services Branch
2939 Flowers Rd Atlanta, Ga 30341
Atlanta, GA 30341-4146
Telephone: (770) 488- 8382
Email: Gur2@cdc.gov

GRANTEE:

The Regents of the University of California, San Francisco

Award Number:

NU2GGH002183

Budget Category	Recipient Requested Funding Amount	Approved Budget Period Ceiling	Available New Funding	Approved Future Funding	Available funding
Personnel	\$1,814,937	\$1,046,408	\$195,158	\$851,250	\$195,158
Fringe Benefits	\$884,284	\$719,495	\$69,495	\$650,000	\$69,495
Travel	\$224,420	\$222,372	\$122,372	\$100,000	\$122,372
Equipment	\$0	\$0	\$0	\$0	\$0
Supplies	\$15,600	\$131,325	\$6,325	\$125,000	\$6,325
Contractual	\$643,962	\$1,592,684	\$143,434	\$1,449,250	\$143,434
Alterations and Renovations		\$0	\$0	\$0	\$0
Other	\$241,862	\$968,987	\$93,987	\$875,000	\$93,987
TOTAL Direct Charges	\$3,825,065	\$4,681,271	\$630,771	\$4,050,500	\$630,771
Indirect Charges	\$1,174,935	\$318,729	\$93,729	\$225,000	\$93,729
TOTALS	\$5,000,000	\$5,000,000	\$724,500	\$4,275,500	\$724,500

Budget Category	TB Branch	CDC Vietnam	CDC Burma	CDC Caribbean
Salary and Wages	\$40,000	\$6,000	\$59,158	\$90,000
Fringe Benefits	\$10,000	\$2,500	\$20,495	\$36,500
Travel	\$75,000	\$5,225	\$22,147	\$20,000
Equipment	\$0	\$0	\$0	\$0
Supplies	\$0	\$125	\$600	\$5,600
Contractual	\$0	\$7,750	\$56,034	\$79,650
Construction	\$0	\$0	\$0	\$0
Other	\$75,000	\$2,150	\$2,037	\$14,800
Total Direct Charges	\$200,000	\$23,750	\$160,471	\$246,550
Indirect Costs	\$0	\$6,250	\$36,529	\$50,950
Grand Total	\$200,000	\$30,000	\$197,000	\$297,500

Country	Approved Ceiling	Funding Provided	Remaining
Burma	\$788,000	\$197,000	\$591,000
CRO	\$1,500,000	\$297,500	\$1,202,500
CID	\$150,000	\$0	\$150,000
Mozambique	\$750,000	\$0	\$750,000
Rwanda	\$300,000	\$0	\$300,000
Tanzania	\$500,000	\$0	\$500,000
TB Branch	\$200,000	\$200,000	\$0
Vietnam	\$119,098	\$30,000	\$89,098
Total	\$4,307,098	\$724,500	\$3,582,598



FY19 New Award Field Office Memo

To: Center for Global Health, Office of the Director, Division of Global HIV and Tuberculosis, Program Budget and Extramural Management Branch (PBEMB)

From: DGHT / MEDAB

Date: 05/29/2019

Re: Notice of Funding Opportunity GH19-1951, *Targeted HIV/TB Strategic Information Technical Assistance for President's Emergency Plan for AIDS Relief (PEPFAR) and Global Fund to Fight AIDS, Tuberculosis and Malaria (GFATM) Countries.*

The purpose of this memorandum is to provide feedback on the proposal submitted by *The Regents of the University of California, San Francisco* in response to Notice of Funding Opportunity GH19-1951.

The DGHT/ HQ- *Monitoring and Evaluation and Data Analysis Branch* (MEDAB) has reviewed the Summary Statements from the Objective Review Panel and the proposal from *The Regents of the University of California, San Francisco*.

DGHT/HQ/MEDAB provides the following information on this application:

Are there any special conditions for the award, including budgetary restrictions? Yes No
If yes, please indicate conditions or restrictions in the budgetary and/or recommendations section below.

Is a response to weaknesses by the recipient required to be in the Notice of Award? Yes No

Are there potential human subject research activities? Yes No
If yes, please indicate conditions or restrictions in the budgetary and/or recommendations section below.

Is this award categorically excluded from the environmental health impact study requirement based on the health designation of the activities? Yes No
If no, contact your PBEMB Extramural Specialist for further direction.

Brief Summary of Application based on ORP Summary Statement

Include only those comments from the ORP that are relevant to the award.

Strengths of Application:

- The activities listed in the application support the strategic information goals for CDC in this next phase of PEPFAR to reach epidemic control.(Page 3-15)
- The partners for collaboration are appropriate (APHL and Imperial College) to provide technical assistance for enhancing strategic information activities linked to lab data and for developing innovative statistical methodologies.
- The technical expertise of the staffing is appropriate to cover the technical areas with exceptions listed below.

Weaknesses of Application (if response is required specify action to be taken by recipient):



- The staffing budget and IDC is vastly higher to budget allotted to travel. IDC off-campus are very low compared to IDC of on-campus.
- Several staff are country leads in countries that have specific cooperative agreements with UCSF and should not be covered 100% by this HQ cooperative agreement (Kenya, Namibia and South Africa, Uganda).
- Scopes of work will need to be revised and modified to country level activities once funded.

Recommended Actions for Weaknesses of Application:

- Please revise staffing, IDC, travel budgets to reflect on the ground technical assistance from all the staff listed.
- Please revise funding for country leads where cooperative agreements currently exist.
- Once funded, please develop targeted scopes of work for each country.

Programmatic Budgetary Comments

Note: Programmatic budget restrictions, concerns, and comments should be addressed prior to the award being made. This will take place during the OGS Budget Discussion.

Marked up Budget Certification (select one)

I certify that I support the recipient’s proposed categorical budget submitted in this application as it relates to the technical aspects of the project. No changes are required and no restrictions are recommended.

I wish to make the following comments/changes to the recipient’s proposed categorical budget: *(Please use bullets and reference your comments with page numbers from the application. You may also provide handwritten comments on the proposed budget to support your comments)*

- Please revise staffing, IDC, travel budgets to reflect on the ground technical assistance from all the staff listed.
- Please revise funding for country leads where cooperative agreements currently exist.

Recommendations (include any special conditions, but do not put potential HR/IRB restrictions/conditions in this section):

Indicate programmatic restrictions in table below (if applicable): Do not put potential HR/IRB restrictions/conditions in this section):

PLEASE NOTE BEFORE COMPLETING RESTRICTIONS:

- Recipients are not always funded at the level of the Year1 ceiling at the start of the award, generally due to delays in CDC’s receipt of funds. As such, **do not penalize recipients for not completing unfunded activities.**
- When possible, the response to TR should be used as a management tool, as

Object Classification	Restriction Amount
Salaries	\$ Click here to enter text.
Fringe Benefits	\$ Click here to enter text.
Consultants	\$ Click here to enter text.
Equipment	\$ Click here to enter text.
Supplies	\$ Click here to enter text.
Travel	\$ Click here to enter text.
Other	\$ Click here to enter text.



opposed to restricting funds. **Funds should only be restricted when absolutely necessary.**

- Only include programmatic restrictions that should be put in place for the funding components that will be awarded at this time. If future restrictions are needed, they can be added once future funding components are awarded.

Contractual	\$ Click here to enter text.
Direct Costs	\$ Click here to enter text.
Indirect Costs	\$ Click here to enter text.
Total	\$ Click here to enter text.

Restriction Justification: (*Must be completed if restrictions are identified above, including any special conditions*)

[Click here to enter text.](#)

Potential Human Subjects Data Collection Activities

This section captures the Country Office's technical review and recommendations for potential human subject/data collection activities. CDC DGHT Science Integrity Branch will consider these comments/recommendations when reviewing this application. The only human subjects data collection restrictions that should be included in the NOA are those listed in the official memo from the DGHT Science Integrity Branch.

Does the application describe data collection activities potentially involving human subjects? The following are examples of activities that may constitute human subjects data collection activities:

- Yes No Abstraction of data from patient medical records
- Yes No Laboratory analysis of biological specimens (screening for STIs, HIV drug resistance testing, etc.)
- Yes No Interviews with patients, family members, physicians
- Yes No Community surveys or national surveys
- Yes No Administration of individual questionnaires
- Yes No Focus group discussions
- Yes No Public health or targeted evaluations

If the application includes any of these activities, a portion of funding should be restricted pending review of activities potentially involving human subjects at CDC and should be outlined in Table I below. Specify the funding amount to be restricted as it relates to the specific activity potentially involving human subjects in order to avoid overall % restriction.

Note: If the funding application includes human subject data collection activities that have received the necessary approvals (e.g., CGH project determination approval or CDC IRB approval) please denote these activities below in Table II.

Table I. Proposed Potential Human Subjects Data Collection Restrictions

Activity Description (Type of Activity/Study Population)	Page(s)	Proposed Restriction	Cost	Comments
---	----------------	-----------------------------	-------------	-----------------



		Amount ^{1 2}	Category ³	
1. Provide support for adapting surveillance methods and designing innovative mortality survey methodologies	11	\$200,000.00	Salaries and Wages, Travel, IDC	
2. Design surveillance methodologies based on routine program data systems	12	\$50,000.00	Salaries and Wages, Travel, IDC	
3.		\$		
4.		\$		
5		\$		

Table II. Human Subjects Data Collection Activities Already Approved by CDC⁴

Activity Description (Type of Activity/Study Population)	Page(s)	Attached CDC Protocol Approval	Comments
1.			
2.			
3			
4.			
5			

Recipients engaged in research should be notified that they may need to apply to the U.S. Office for Human Research Protections (OHRP) for a Federal-Wide Assurance (FWA). An FWA is a pledge by an institution that they will adhere to ethical principles when engaged in research activities involving human subjects.

Funding Package does not contain any data collection activities potentially involving human subjects.

MEDAB respectfully requests this memo be included in the funding package for further discussion with the recipient during the official budget discussion with OGS, prior to the final award. Thank you very much, and we look forward to working with *The Regents of the University of California, San Francisco*.

¹ If the activity is strictly for programmatic purposes and will not result in a public report, funds should not be restricted. Provide an activity description and page number, but list \$0 in the Proposed Restriction Amount column.

² Funds for preparatory activities (e.g., protocol development, training, equipment, reagents, and site preparation) may be provided prior to protocol approval. To facilitate the availability of preparatory funding, specify a restriction only on funds associated with implementation, and make a note of the preparatory budget in the comments column.

³ List the cost category of the proposed restriction's budget line. Categories include: Salaries, Fringe Benefits, Consultants, Equipment, Supplies, Travel, Other, Contractual, Direct Costs, and Indirect Costs.

⁴ A copy of the CDC protocol approval (e.g., CGH Project Determination form signed by the CGH Human Research Protection Coordinator, a copy of CDC IRB approval memo) must be included when this technical review is returned to PBEMB. If no CDC approval document is provided, funds for implementing the activity will be restricted.



By signing below I certify that the country staff has worked through the OGAC Country Support Team Lead (CSTL) to verify that funding to this partner represents 8% or less of the total country budget or OGAC has granted a waiver to the partner for this policy. If a waiver is granted it must be included in the submission of this Funding Package.

Priyanka Rathod
Project Officer (printed name)

Priyanka Rathod
Project Officer Signature

6/5/2019
Date

Wnv9@cdc.gov
E-mail Address

404-718-5243
Phone

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 Office of Management and Budget 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 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 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

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.”

ATTACHMENT E

Research Subaward Agreement
Pass-Through Entity (PTE) Contacts

Subaward Number:

11626sc

PTE Information

Entity Name: The Regents of the University of California, San Francisco

Legal Address: 3333 California Street, Ste. 315
San Francisco, CA 94143-0962Website: <http://osr.ucsf.edu>**PTE Contacts**Central Email: cgsuboutteam@ucsf.edu

Principal Investigator Name: George Rutherford

Email: George.Rutherford@ucsf.edu

Telephone Number:

Administrative Contact Name: Judy Li

Email: Judy.li2@ucsf.edu

Telephone Number:

COI Contact email (if different to above): coiac@ucsf.edu

Financial Contact Name: Allison Gesmundo

Email: Allison.Gesmundo@ucsf.edu

Telephone Number:

Email invoices? Yes No Invoice email (if different): subcontract@ucsf.edu

Authorized Official Name: Subaward Manager, Research Management Services

Email: CGSubOutTeam@ucsf.edu

Telephone Number:

PI Address:

3333 California Street, Ste. 315
San Francisco, CA 94153-0962

Administrative Address:

3333 California Street, Ste. 315
San Francisco, CA 94153-0962

Invoice Address:

1855 Folsom Street, #425
San Francisco, CA 94143-0812

Subrecipient Contacts

Subaward Number:

11626sc

Subrecipient Information for FFATA reporting

Entity's DUNS Name: 103717336

EIN No.: 946000417 Institution Type: County Government

DUNS: 103717336 Currently registered in SAM.gov: Yes No

Parent DUNS: Exempt from reporting executive compensation: Yes No (if no, complete 3Bpg2)

Place of Performance Address *This section for U.S. Entities:* Zip Code [Look-up](#)

Congressional District: CA-12 Zip Code+4: 94103-4505

City & County of San Francisco
Department of Public Health
25 Van Ness Avenue, Suite 500
San Francisco, CA 94103

Subrecipient Contacts

Central Email:

Website: www.sfdph.org

Principal Investigator Name: William McFarland

Email: willi.mcfarland@sdp.org Telephone Number: 415-437-6251

Administrative Contact Name: Jessica Huang

Email: jessica.huang@sfdph.org Telephone Number: 415-255-3702

Financial Contact Name:

Email: Telephone Number:

Invoice/Payment Email: david.anabu@sfdph.org

Authorized Official Name: Tomas Aragon

Email: tomas.aragon@sfdph.org Telephone Number: 415-554-2898

Legal Address:

City and County of San Francisco
Department of Public Health
10 Grove Street
San Francisco, CA 94102-4505

Administrative Address:

City and County of San Francisco
Department of Public Health
1380 Howard Street, 4th floor
San Francisco, CA 94103

Payment Address:

City and County of San Francisco
Department of Public Health
1380 Howard Street, 4th floor
San Francisco, CA 94103

Highest Compensated Officers

Subaward Number:
11626sc

Subrecipient:

Institution Name: San Francisco Department of Public Health

PI Name: William McFarland

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation: