

File No. 100343

Committee Item No. \_\_\_\_\_  
Board Item No. 24

**COMMITTEE/BOARD OF SUPERVISORS**  
AGENDA PACKET CONTENTS LIST

Board of Supervisors Meeting

Date March 23, 2010

**Cmte Board**

- |                          |                                     |  |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/>            | Motion                                       |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/> | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/> | <input type="checkbox"/>            | Legislative Digest                           |
| <input type="checkbox"/> | <input type="checkbox"/>            | Budget Analyst Report                        |
| <input type="checkbox"/> | <input type="checkbox"/>            | Legislative Analyst Report                   |
| <input type="checkbox"/> | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/> | <input type="checkbox"/>            | Introduction Form (for hearings)             |
| <input type="checkbox"/> | <input type="checkbox"/>            | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/>            | MOU  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/> | <input type="checkbox"/>            | Subcontract Budget                           |
| <input type="checkbox"/> | <input type="checkbox"/>            | Contract/Agreement                           |
| <input type="checkbox"/> | <input type="checkbox"/>            | Award Letter                                 |
| <input type="checkbox"/> | <input type="checkbox"/>            | Application                                  |
| <input type="checkbox"/> | <input type="checkbox"/>            | Public Correspondence                        |

**OTHER** (Use back side if additional space is needed)

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

Completed by: Annette Lonich Date March 18, 2010

Completed by: \_\_\_\_\_ Date \_\_\_\_\_

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

**INTRODUCTION FORM**

By a member of the Board of Supervisors or the Mayor

Time Stamp or Meeting Date

I hereby submit the following item for introduction:

- \_\_\_\_\_ 1. For reference to Committee:  
An ordinance, resolution, motion, or charter amendment.
- X   2. Request for next printed agenda without reference to Committee
- \_\_\_\_\_ 3. Request for Committee hearing on a subject matter.
- \_\_\_\_\_ 4. Request for letter beginning "Supervisor \_\_\_\_\_ inquires...".
- \_\_\_\_\_ 5. City Attorney request.
- \_\_\_\_\_ 6. Call file from Committee.
- \_\_\_\_\_ 7. Budget Analyst request (attach written motion).
- \_\_\_\_\_ 8. Substitute Legislation File Nos.

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

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

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

Sponsor(s): Supervisor Bevan Dufty

**SUBJECT:**

Accept & Expend Grant – Clinical and Transnational Science Institute - \$56,019

Proposed language and background information is attached.

Signature of Sponsoring Supervisor: Bevan Dufty

**For Clerk's Use Only:**

343

1 [Accept and Expend Grant - Clinical and Transnational Science Institute- \$56,019]

2  
3 **Resolution authorizing the San Francisco Department of Public Health to accept and**  
4 **expend retroactively a grant in the amount of \$56,019 from the Public Health**  
5 **Foundation Enterprises, Inc. to assist with a project entitled "Clinical and Transnational**  
6 **Science Institute;" for the period of September 29, 2009 through September 28, 2011.**

7  
8 WHEREAS, The Public Health Foundation Enterprise is the recipient of a grant award  
9 from the University of California San Francisco (UCSF) to fund a project entitled "Clinical and  
10 Transnational Science Institute;" and,

11 WHEREAS, Through this grant, the Public Health Foundation Enterprises, Inc. (PHFE)  
12 has agreed to fund DPH in the amount of \$56,019 for the period of September 29,2009  
13 through September 28, 2011; and,

14 WHEREAS, This award is issued under the American Recovery and Reinvestment Act  
15 (ARRA) of 2009; and,

16 WHEREAS, As a condition of receiving the grant funds, PHFE requires the City to  
17 enter into an agreement (the "Agreement"), a copy of which is on file with the Clerk of the  
18 Board of Supervisors in File No. 100343; which is hereby declared to be a part of this  
19 resolution as if set forth fully herein; and,

20 WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH  
21 for one existing position, Senior Physician Specialist (Job Class #2232) at 0.10 FTE, for the  
22 period of September 29, 2009 through September 28, 2011; and,

23 WHEREAS, A request for retroactive approval is being sought because the DPH did  
24 not receive the award until March 5, 2010 and,

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WHEREAS, The grant budget includes a provision for indirect costs in the amount of \$9,684; now, therefore, be it

RESOLVED, That DPH is hereby authorized to accept and expend a grant in the amount of \$56,019 from PHFE; and, be it

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

FURTHER RESOLVED, That the 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 agreement on behalf of the City.

RECOMMENDED:

APPROVED:

\_\_\_\_\_  
Mitchell Katz, M.D.  
Director of Health

\_\_\_\_\_  
Office of the Mayor

\_\_\_\_\_  
Office of the Controller



Gavin Newsom  
Mayor

Mitchell H. Katz, MD  
Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors

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

DATE: March 10, 2010

SUBJECT: Accept and Expend Resolution

GRANT TITLE: Clinical and Transnational Science Institute Unit

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

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

**Special Timeline Requirements:**

**Departmental representative to receive a copy of the adopted resolution:**

Name: Grace Alderson

Phone: 554-2655

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

Certified copy required Yes

No

File Number: \_\_\_\_\_  
(Provided by Clerk of Board of Supervisors)

**Grant Information Form**  
(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Clinical and Transnational Science Institute

2. Department: Department of Public Health  
AIDS Office  
HIV Research Section

3. Contact Person: Martin Soto Telephone: 554-4249

4. Grant Approval Status (check one):

Approved by funding agency

Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$56,019

6a. Matching Funds Required: No

b. Source(s) of matching funds (if applicable): N/A

7a. Grant Source Agency: UCSF

b. Grant Pass-Through Agency (if applicable): Public Health Foundation Enterprises, Inc. (PHFE)

8. Proposed Grant Project Summary:

Dr. Jonathan Fuchs will provide leadership to this project, liaise with HSeT, supervise the Project Coordinator and Webmaster/Programmer, develop the community engagement curriculum in close collaboration with the Directory of Community Programs, and develop the evaluation strategy. Dr. Fuchs will work with Dr. Teri Lielger to recruit faculty and implement the didactic workshops planned for each year of the project.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: September 29, 2009

End-Date: September 28, 2011

10. Number of new positions created and funded: None. The grant does not require an ASO amendment and partially reimburses the department for one existing position:

0.10 FTE Senior Physician Specialist (Job Class# 2232) at 0.10 FTE

11. If new positions are created, explain the disposition of employees once the grant ends? N/A

12a. Amount budgeted for contractual services: N/A

b. Will contractual services be put out to bid? N/A

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? N/A

d. Is this likely to be a one-time or ongoing request for contracting out? N/A

13a. Does the budget include indirect costs?  Yes  No  
b1. If yes, how much? \$9,684. How was the amount calculated? 26.51% of total salaries  
c. If no, why are indirect costs not included? N/A  
 Not allowed by granting agency  To maximize use of grant funds on direct services  
 Other (please explain):

14. Any other significant grant requirements or comments:  
DPH respectfully requests for approval to accept and expend these funds retroactive to September 29, 2009.  
The Department received the grant award on March 5, 2010.

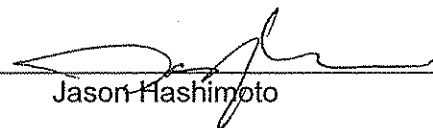
**\*\*Disability Access Checklist\*\*\***

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

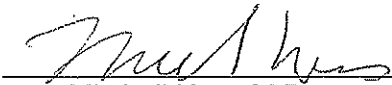
- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s)      | <input type="checkbox"/> Existing Program(s) or Service(s)       |
| <input type="checkbox"/> Rehabilitated Site(s)       | <input type="checkbox"/> Rehabilitated Structure(s)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

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

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

Date Reviewed: 3/10/10

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

DETAILED BUDGET FOR NEXT BUDGET PERIOD -- DIRECT COSTS ONLY		FROM 09/29/09			THROUGH 09/28/11		GRANT NUMBER
PERSONNEL (Applicant organization only)		Months Devoted to Project			DOLLAR AMOUNT REQUESTED (omit cents)		
NAME	ROLE ON PROJECT	Cal. Mnth	Acad. Mnth	Summer Mnth	SALARY REQUESTED	FRINGE BENEFITS	TOTALS
Fuchs, Jonathan	PD/PI	2.40			36,542	9,793	46,335
		0.00			0	0	0
		0.00			0	0	0
		0.00			0	0	0
		0.00			0	0	0
		0.00			0	0	0
		0.00			0	0	0
		0.00			0	0	0
<b>SUBTOTALS</b> →					<b>36,542</b>	<b>9,793</b>	<b>46,335</b>
CONSULTANT COSTS							
		0				0	0
EQUIPMENT (Itemize)							
		0				0	0
		0				0	0
		0				0	0
SUPPLIES (Itemize by category)							
		0				0	0
		0				0	0
		0				0	0
		0				0	0
		0				0	0
TRAVEL							
						0	0
PATIENT CARE COSTS		INPATIENT				0	0
		OUTPATIENT				0	0
ALTERATIONS AND RENOVATIONS (Itemize by category)							
						0	0
OTHER EXPENSES (Itemize by category)							
						0	0
<b>SUBTOTAL DIRECT COSTS FOR NEXT BUDGET PERIOD</b>							<b>\$ 46,335</b>
CONSORTIUM/CONTRACTUAL COSTS		DIRECT COSTS				0	0
		FACILITIES AND ADMINISTRATIVE CO F&A - salary only			26.50%		9,684
<b>TOTAL DIRECT COSTS FOR NEXT PROJECT PERIOD (Item 8a, Face Page)</b>							<b>3 \$ 56,019</b>





**PUBLIC HEALTH™**  
FOUNDATION ENTERPRISES

A 501 (c)(3) Nonprofit Corporation

12801 Crossroads Parkway South, Suite 200 ■ City of Industry, CA 91746 ■ 800.201.7320 Fax 562.699.8856 ■ [www.phfe.org](http://www.phfe.org)

**SUBCONTRACT BETWEEN**

**PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.**  
**AND**  
**THE CITY AND COUNTY OF SAN FRANCISCO**  
**ON A**  
**PROJECT TO SUPPORT THE SAN FRANCISCO CITY AND COUNTY**  
**DEPARTMENT OF PUBLIC HEALTH AIDS OFFICE**  
**IN THE PROJECT**  
**CLINICAL & TRANSLATIONAL SCIENCE INSTITUTE**  
**(SUBCONTRACT NUMBER: 5739sc)**

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22. TERMINATION FOR NON APPROPRIATION

23. AUTHORIZATION WARRANTY

ATTACHMENT I: SUBAWARD AGREEMENT

ATTACHMENT II: SCOPE OF WORK

ATTACHMENT III: BUDGET

SUBCONTRACT AGREEMENT

SECTION 1. PARTIES TO THE AGREEMENT

1.1 THIS AGREEMENT IS ENTERED INTO THIS \_\_\_\_ DAY OF MARCH, 2010 BY AND BETWEEN PUBLIC HEALTH FOUNDATION ENTERPRISES, INC., (PHFE), A PRIVATE NON-PROFIT CORPORATION LICENSED TO DO BUSINESS IN THE STATE OF CALIFORNIA, AND THE CITY AND COUNTY OF SAN FRANCISCO (CCSF) FOR THE SERVICES OF JONATHAN FUCHS, M.D., M.P.H., PRINCIPAL INVESTIGATOR, TO CONDUCT RESEARCH PERTINENT TO THE CLINICAL & TRANSLATIONAL SCIENCE INSTITUTE AS AN ADJUNCT TO STUDIES BEING CONDUCTED BY THE SAN FRANCISCO CITY AND COUNTY DEPARTMENT OF HEALTH AIDS OFFICE.

THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT.

SECTION 2. RECITALS

WHEREAS, the services of PHFE have been retained by The Regents of the University of California to participate in a program to enhance, support and integrate existing education and training programs to build and strengthen a workforce poised to advance clinical and translational research under the technical leadership of the San Francisco City and County of San Francisco Health Department because PHFE has 40 years of cost-effective experience in the organization, management, and administration of public health services throughout California; and a long-standing role as business coordinator of the said trials; and

WHEREAS, PHFE has been granted, through the authorities conveyed by Agreement with The Regents of the University of California, the option to subcontract services and acquisitions for the benefit of the Evaluation; and

WHEREAS, CCSF has substantial experience as a researcher in support of the San Francisco City And County Department Of Health Services in the conduct of this study, and

WHEREAS, the work of CCSF will further knowledge and advance medical science associated with the control of AIDS; and

WHEREAS, CCSF has the experience and reputation as a qualified experts in AIDS research and a full knowledge of the authorities and requirements of The Regents of the University of California; and

WHEREAS, it has been determined by PHFE and The Regents of the University of California that the application of the expertise and experience of CCSF is in the best interests of the objectives of the project operated by the San Francisco City and County Department of Health Services AIDS Office,

NOW THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of PHFE, and the City and County of San Francisco in consideration of the mutual covenants contained herein, and for other good and valuable consideration, agree as follows:

Article 1.

This is a service agreement and subcontract to the Subaward Agreement, Attachment I, to this agreement between PHFE, and The Regents of the University of California, which will govern work as set forth in the following Sections and Attachments. The total dollar amount of all work pursuant shall not exceed the Contract Sum stated in Section 7 herein.

Article 2.

IT IS HEREBY CERTIFIED that, at a regular meeting of the Board Directors of PHFE and in deliberation and review within The Regents of the University of California, that the foregoing was resolved and adopted.

IN WITNESS WHEREOF, the parties hereto have set their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

For the City and County of  
San Francisco

For Public Health Foundation Enterprises, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Barbara Garcia, Deputy Director of Health  
(Print) Name/Title

Mark J. Bertler, CAE, CEO  
(Print) Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SECTION 3. INCORPORATION BY REFERENCE

This Agreement and the Subaward Agreement constitute the entirety of the Agreement. Any disagreement between this Agreement and the Subaward Agreement shall be resolved in favor of the language of the Subaward Agreement. This Agreement establishes the service to be provided by PHFE and CCSF and stipulates that all terms and conditions of the Subaward Agreement shall govern actions of both parties hereto during the course of this Agreement.

SECTION 4. PROJECT RESPONSIBILITIES

4.1 CONTRACT MANAGEMENT RESPONSIBILITY CCSF

4.1.1 CCSF will appoint a Contract Manager and a Project Director for this Agreement

4.1.2 The CCSF Contract Manager will be:

Barbara Garcia  
Deputy Director of Health  
San Francisco Department of Public Health  
1380 Howard Street - 5th Floor  
San Francisco, CA 94103

and the Project Director will be

Jonathan Fuchs, M.D.  
Principal Investigator  
AIDS Office  
25 Van Ness, Suite 500  
San Francisco, CA 94116

4.1.3 CCSF's Contract Manager, or the Leader's designee, will oversee this Agreement for the University, and will coordinate all matters related to deliverables, billing, and payment for services rendered hereunder.

4.1.4 CCSF's Project Director will be responsible for assuring the quality of services provided under this Agreement, and for maintenance of standards of confidentiality, security, and accuracy that will assure a high level of performance to the specification to this agreement and its attachments, and fulfillment of the objectives of this Agreement.

4.1.5 CCSF's Project Director for this agreement will provide overall leadership to this project, liase with HSeT, supervise the Project Coordinator and Webmaster/Programmer develop the community engagement curriculum in close collaboration with the Directory of Community Programs and develop the evaluation strategy.

4.1.6 CCSF's Project Director will work with Dr. Teri Liegler to recruit faculty and implement the didactic workshops planned for each year of the project.

5.1 Services to be provided by PHFE

5.1.1 PHFE will appoint a Contract Manager for this Agreement

5.1.2 The Contract Manager for PHFE will be:

Victor Arechiga  
Contract Manager  
Public Health Foundation Enterprises, Inc.  
12801 Crossroads Parkway South, Suite 200  
City of Industry, CA 91746-3505

5.1.3 PHFE's Contract Manager, or the Manager's designee, will oversee this Agreement for PHFE, and will coordinate all matters related to deliverables, billing, and payment for goods and services acquired and rendered hereunder and will administer the program's budget and accounts to assure full compliance with Subaward Agreement specifications and applicable regulations, rules, and laws as they apply to the operation of this Agreement.

5.1.4 Establish a Chart of Accounts to assure ability to accumulate operating and expenditure information on a daily basis within all categories of expense.

5.2.4 Establish procedure and implement operations governing the preparation, completion, and transmission of all deliverables associated with the Subaward Agreement and this Service Agreement, and the proper maintenance of records therefore.

SECTION 6. TERM

6.1 This Agreement shall from September 29, 2009 to September 28, 2011. The Agreement may be renewed, based upon an evaluation by PHFE and CCSF as warranted by the need to assure appropriate completion of the Study.

SECTION 7. CONTRACT SUM

7.1 The Contract Sum for this Agreement shall be for the total sum of \$56,019 which sum is authorized for the payment of items and services specified in Attachment II and Attachment III to this Agreement, "Scope of Work" and "Budget" respectively.

7.2 PHFE is not obligated to assure that the entire contract sum will be expended over the term of the Agreement. Disbursements will be contingent upon CCSF billings and accounting practice. No PHFE obligation will be incurred separate from invoiced charges, governed by the terms and conditions of the Subaward Agreement, invoiced from CCSF.

SECTION 8. INVOICES AND PAYMENTS

8.1 CCSF shall direct all inquiries relative to equipment purchases, salary payments, financial documentation, budget adjustments, and other requirements through the PHFE Contract Manager. CCSF shall refer to PHFE Program No. 2316.001 on all related invoices and correspondence.

8.2 CCSF will adhere to budget limitations and authorities as outlined in the Subaward Agreement in submitting invoices and requesting payments. No adjustment will be made in these allowances except through duly authorized amendments to this Agreement, (Section 9), and the Subaward Agreement.

- 8.3 CCSF will warrant that all purchases and other expenditures will comply with the certifications specified in the Subaward Agreement pertaining to equal opportunity, avoidance of conflict of interest, and other fairness and disclosure regulations contained therein.

SECTION 9. CHANGES AND AMENDMENTS

- 9.1 Changes and amendments to this Agreement shall be accomplished in the following manner:

For all changes, inclusive of those affecting cost, a notice of change in form of a memo or letter shall be provided by CCSF, identifying the budget elements involved in the change, and including a justification for the change. If changes are recommended which are inconsistent with guidelines or regulatory controls specified in the Subaward Agreement, then the effect of the limitations must be made clear and appropriate documentation provided so that PHFE may work with regulatory or granting agencies to assure the validity of the change before permitting a formal action of change. PHFE will undertake to facilitate rather than limit changes requested by CCSF, requiring primarily that there be full documentation of the authority for modification of this Agreement. This Agreement can only be modified by a written agreement signed by both parties.

SECTION 10. NOTICES

- 10.1 Except as may otherwise be provided herein, when either party to this Agreement has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of any responsibility under this Agreement, that party shall, within five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party. In either case, notice will be forwarded to CCSF's Contract Manager and PHFE's Contract Manager

SECTION 11. ASSIGNMENT

- 11.1 Neither PHFE nor CCSF shall delegate their respective duties and/or assign their respective rights hereunder, nor transfer such rights and responsibilities through merger or acquisition to any other party, either wholly or in part, without the prior written consent of the other party. Any delegation or assignment attempted by any other means shall be void.

SECTION 12. INDEPENDENT CONTRACTOR STATUS

- 12.1 This Agreement is by and between PHFE and CCSF and is not intended and shall not be construed as creating a relationship of agent, servant, employee, partnership, joint venture, or partnership between the parties hereto.

SECTION 13. INDEMNIFICATION

- 13.1 CCSF and PHFE do agree hereby to indemnify, defend and save harmless each, their agents, officers and employees from and against any and all liability, expense including defense costs and reasonable legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, copyright infringement, or property damage arising from or connected with services performed pursuant to this Agreement, but only in proportion to and to the extent that such liability, expense, legal fees, or claims for damages are caused by or result from negligent or intentional acts or omission.



- 13.2 CCSF and PHFE shall each maintain a program of insurance or self insurance which will assure compliance with the requirements of SECTION 13.1, including but not limited to Worker's Compensation, and comprehensive general liability insurance.

SECTION 14. COMPLIANCE WITH LAWS

- 14.1 CCSF agrees to comply with all applicable Federal, State, and Local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

SECTION 15. RECORD RETENTION AND INSPECTION

- 15.1 CCSF agrees that all records pertinent to this Agreement shall be made accessible with reasonable notice and during reasonable business hours to PHFE or its agents for purposes of audit, excerpt, copying, or transcribing. Such materials, including pertinent cost accounting, finance, and proprietary data, must be kept and maintained by CCSF during the period of this Agreement and for a period of four (4) years after completion of this Agreement unless PHFE's written permission is given to dispose of material prior to this time.

SECTION 16. NONDISCRIMINATION

- 16.1 CCSF certifies that all persons employed by it under terms of this Agreement will be treated equally without regard to race, religion, ancestry, national origin, sex age, condition of physical handicap, marital status or political affiliation, and in compliance with all applicable Federal and State anti-discrimination laws and regulations and shall otherwise conduct the business of this Agreement in accord with the certifications incorporated in the Subaward Agreement.
- 16.2 CCSF shall deal with bidders and vendors providing goods and services pursuant to this Agreement without regard to race, religion, ancestry, national origin, sex, age, condition of physical handicap, marital status, or political affiliation and shall otherwise conduct the business of this Agreement in accord with the certifications incorporated in the Subaward Agreement.

SECTION 17. COVENANT AGAINST CONTINGENT FEES

- 17.1 CCSF and PHFE warrant that no person or selling agency has been employed or retained to secure this Agreement or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

SECTION 18. PROPRIETARY RIGHTS

- 18.1 No participation in proprietary rights relevant to this program is intended by PHFE.

SECTION 19. EMERGENCY CONDITIONS, WORK ACTIONS, ACCIDENTS

- 19.1 CCSF must be willing to provide services contracted for during any work action or strike.

- 19.2 CCSF must report any accident arising out of the performance of this Agreement involving employees or the public to PHFE immediately.

SECTION 20. CONFLICT OF INTEREST/CONTRACTS PROHIBITED

- 20.1 The signatories warrant that no employee of either may influence the award of this Agreement, or have any other direct or indirect financial interest in this Agreement.

SECTION 21. WAIVER

- 21.1 No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of said provision or any other provision of this Agreement.


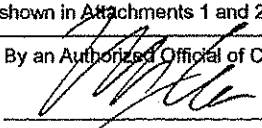
SECTION 22. TERMINATION FOR NON-APPROPRIATION

- 22.1 Either party may terminate this Agreement with thirty (30) days notice to the other party. In the event of an early termination PHFE shall reimburse CCSF for any noncancelable obligations properly incurred. PHFE's obligation under this Agreement is payable only and solely from funds appropriated for the purposes of this Agreement and conveyed under terms and conditions of the Subaward Agreement. In the event that these signatories to the Subaward Agreement fail to appropriate or convey funding for this Agreement for any period of the Agreement's term, PHFE may exercise the right to terminate this Agreement upon the expenditure of currently appropriated funds. PHFE shall notify CCSF within a minimum of thirty (30) days prior to such action.

SECTION 23. AUTHORIZATION WARRANTY

- 23.1 CCSF represents and warrants that the parties executing this Agreement are authorized agents who have the actual authority to bind CCSF on each and every one of the terms, conditions, and obligations set forth herein.
- 23.2 CCSF represents and warrants that the prices quoted and agreed herewith have been arrived at independently without consultation, communication, or agreement with any other party for purposes of restricting competition.

## Subaward Agreement

<b>Institution/Organization ("UNIVERSITY")</b> Name: The Regents of the University of California Address: Office of Sponsored Research Division of Contracts and Grants University of California, San Francisco 3333 California Street, Suite 315 San Francisco, CA 94143-0962 PI: S. Claiborne Johnston, MD, PhD		<b>Institution/Organization ("COLLABORATOR")</b> Name: <b>Public Health Foundation Enterprises, Inc.</b> Address: 13200 Crossroad Parkway North, Suite 135 City of Industry, CA 91746 EIN: 95-2557063 DUNS: 08-219-9324 PI: Jonathan Fuchs	
Prime Award Number: UL1 RR024131 (ARRA Supplement) UCSF DPA Fund Number: 444518-33232		Subcontract Number: 5739sc Amendment Number: 0	
Awarding Agency: National Institutes of Health - NCRR		CFDA Number: 93.701	
Subaward Period of Performance September 29, 2009 to September 28, 2011		Amount Funded this Action \$429,311.00	Est. Total \$429,311.00
Project Title: Clinical & Translational Science Institute			
Reporting Requirements [Check here if applicable: <input checked="" type="checkbox"/> See Attachment 4]			
<b>Terms and Conditions</b>			
Unless otherwise stated in this Agreement, these standard terms and conditions shall apply.			
1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The scope of work and budget for this subaward are detailed in Attachments 5 and 6. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of University.			
2) University shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. <i>Invoices that do not reference University's subaward number shall be returned to Collaborator.</i> Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.			
3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to University's Financial Contact NOT LATER THAN forty-five (45) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.			
4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.			
5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."			
6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Authorized Official, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.			
7) 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.			
8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. University shall pay Collaborator for termination costs as allowable under OMB Circular A-21 or A-122, as applicable.			
9) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Principal Investigator, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change.			
10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions as identified in Attachment 2.			
11) By signing below Collaborator makes the certifications and assurances shown in Attachments 1 and 2.			
By an Authorized Official of UNIVERSITY:  _____ John Radkowski Contracts and Grants Officer		By an Authorized Official of COLLABORATOR:  _____ Mark J. Bertler CEO	
11-5-09 Date		11/19/09 Date	

**Attachment 1  
Subaward Agreement**

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

**Certification Regarding Lobbying**

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the University.

3) The Collaborator shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Debarment, Suspension, and Other Responsibility Matters**

Collaborator 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.

**OMB Circular A-133 Assurance**

Collaborator assures University that it complies with A-133 and that it will notify University of completion of required audits and of any adverse findings which impact this subaward.

**Attachment 2  
Subaward Agreement  
NIH**

**Agency-Specific Certifications/Assurances**

1. The following assurances/certifications are made and verified by Collaborator's Authorized Official on the face page of this Subaward. Descriptions of individual assurances/certifications are provided in Section III of the PHS 398. 1) Human Subjects; 2) Research Using Human Embryonic Stem Cells; 3) Research on Transplantation of Human Fetal Tissue; 4) Women and Minority Inclusion Policy; 5) Inclusion of Children Policy; 6) Vertebrate Animals; 7) Debarment and Suspension; 8) Drug-Free Workplace; 9) Lobbying; 10) Non-Delinquency on Federal Debt; 11) Research Misconduct; 12) Civil Rights (Form HHS 441 or HHS 690); 13) Handicapped Individuals (Form HHS 641 or HHS 690); 14) Sex Discrimination (Form HHS 639-A or HHS 690); 15) Age Discrimination (Form HHS 680 or HHS 690); 16) Recombinant DNA and Human Gene Transfer Research; 17) Financial Conflict of Interest; 18) Smoke Free Workplace; 19) Prohibited Research; 20) Select Agent Research; 21) PI Assurance.

**General terms and conditions:**

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. 45 CFR Part 74 or 45 CFR Part 92 as applicable. [This is the CFR governing NIH.]
3. The NIH Grants Policy Statement, including addenda, in effect as of the beginning date of the period of performance and found at <http://grants.nih.gov/grants/policy/policy.htm>, except for the payment mechanism and final reporting requirements are replaced with Reporting Requirements and Terms and Conditions on the front page of this agreement.
4. **This paragraph applies only if the prime grant was awarded under expanded authorities.** Expanded Authorities apply, except for the right to initiate an automatic one-time extension of the end date, which is replaced by the need to obtain prior written approval from the University. Any prior approvals are to be sought from the University and not the Federal Awarding Agency.
5. Collaborator assures, by signing this Subaward Agreement, that all Collaborator's personnel who are responsible for the design and conduct of projects involving human research participants have successfully completed their institutional training in accordance with the NIH Guide, Notice OD-00-039.
6. Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or collaborator cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the collaborator upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in the NIH Grants Policy Statement.

**Special terms and conditions:**

1. Copyrights  
Collaborator grants to University an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet University's obligations to the Federal Government under its Prime Award.
2. Data Rights  
Collaborator grants to University the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet University's obligations to the Federal Government under its Prime Award.

3. Objectivity in Research

Collaborator hereby assures University that it has implemented a policy on conflict of interest that complies with the federal regulations on Objectivity in Research, 42 CFR 50, Subpart F. Collaborator's policy will be made applicable to activities under this award. If Collaborator does not have a conflict of interest policy, *it agrees to develop a policy*. Collaborator also certifies that to the best of Collaborator's knowledge, all financial disclosures related to the activities funded by this Agreement have been made. Disclosures must be made by all persons who have responsibility for the design, conduct or reporting of the research. Prior to Collaborator's expenditure of any funds under this Award, Collaborator will report to University the existence of a conflict of interest (but not the nature of the interest or other details) found by Collaborator and assure that the conflict of interest has been managed, reduced or eliminated in accordance with the PHS regulations. For any interest that Collaborator identifies as conflicting subsequent to Collaborator's initial report under this award, the report will be made and the conflicting interest managed, reduced, or eliminated, at least on an interim basis, within thirty (30) days of that identification. *The report must include the following information: (a) Grant/contract number; (b) Name of the PI; (c) Name of the investigator (if different from PI) with the conflict of interest; and (d) Which method was used to protect the involved PHS funded research from bias (eg, managed, reduced, or eliminated). The report should be made to the following University official:*

University Official:	COI Coordinator, Campus Box 0962
(For receipt of information regarding objectivity in research only - NOT for receipt of subcontract)	UCSF, Office of Sponsored Research 3333 California Street, Suite 320 San Francisco, CA 94143-0962 If sent by Fed Ex or UPS, the zip code is 94118

4. As required in its annual appropriations act, NIH, AHRQ and SAMSHA will not reimburse grantees for the Direct salaries of individuals at a rate in excess of the level specified in the annual appropriations language. Accordingly, none of the funds awarded under this Agreement shall be used to pay the salary of an individual at a rate in excess of the amount allowed under Federal law. This limitation applies to any subcontracts under any tier under this Agreement.
5. Hereby incorporated as part of this agreement is the project Scope of Work, included as Attachment 5.
6. Hereby incorporated as part of this agreement is the project Budget, included as Attachment 6.
7. Hereby incorporated as part of this agreement is the Notice of Grant Award as Attachment 7.
8. Carry over of an unobligated balance into the next budget period is not allowed under ARRA (American Recovery and Reinvestment Act) Grants.
9. Cost Sharing  
If this agreement contains cost share commitments (either voluntary, committed, or mandatory) then the subrecipient hereby certifies that it has systems and/or processes in place for tracking cost sharing, and will meet all cost share commitments under this agreement.

10. ARRA Terms

Department of Health and Human Services Standard Terms and Conditions  
American Recovery and Reinvestment Act of 2009  
Division A Funds  
Revised July 6, 2009

**1. NIH Standard Terms and Conditions**

All standard terms and conditions referenced on each NIH Notice of Award (see: <http://grants.nih.gov/grants/policy/awardconditions.htm>) apply unless they conflict or are superseded by the following terms and conditions implementing the American Recovery and Reinvestment Act of 2009 (ARRA) requirements below. In addition to the standard terms and conditions of award, recipients receiving funds under Division A of ARRA must abide by the terms and conditions set out below. The terms and conditions below concerning civil rights obligations and disclosure of fraud and misconduct are reminders rather than new requirements, but the other requirements are new and are specifically imposed for awards funded under ARRA. Recipients are responsible for contacting their HHS grant/program managers for any needed clarifications. Names and contact information of these individuals are provided in Section V of each award.

**2. Recipient Reporting**

**Reporting and Registration Requirements under Section 1512 of the American Recovery and Reinvestment Act of 2009, Public Law 111-5**

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 ("Recovery Act") and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number ([www.dnb.com](http://www.dnb.com)) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) using the reporting instructions and data elements that will be provided online at [www.FederalReporting.gov](http://www.FederalReporting.gov) and ensure that any information that is pre-filled is corrected or updated as needed.

**3. Preference for Quick Start Activities**

In using funds for this award for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of ARRA. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit. (ARRA Sec. 1602)

**4. Limit on Funds**

None of the funds appropriated or otherwise made available in ARRA may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool. (ARRA Sec. 1604)

**5. ARRA: One-Time Funding**

Unless otherwise specified, ARRA funding to existent or new awardees should be considered one-time funding.

## **6. Civil Rights Obligations**

While ARRA has not modified awardees' civil rights obligations, which are referenced in the NIH Grants Policy Statement, these obligations remain a requirement of Federal law. Recipients and subrecipients of ARRA funds or other Federal financial assistance must comply with Title VI of the Civil Rights Act of 1964 (prohibiting race, color, and national origin discrimination), Section 504 of the Rehabilitation Act of 1973 (prohibiting disability discrimination), Title IX of the Education Amendments of 1972 (prohibiting sex discrimination in education and training programs), and the Age Discrimination Act of 1975 (prohibiting age discrimination in the provision of services). For further information and technical assistance, please contact the HHS Office for Civil Rights at (202) 619-0403, OCRmail@hhs.gov, or <http://www.hhs.gov/ocr/civilrights/>.

## **7. Disclosure of Fraud or Misconduct**

Each recipient or sub-recipient awarded funds made available under the ARRA shall promptly refer to the HHS Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. The HHS Office of Inspector General can be reached at <http://www.oig.hhs.gov/fraud/hotline/>

## **8. Responsibilities for Informing Sub-recipients**

Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

## **9. Recovery Act Transactions listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients**

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5)(Recovery Act) as required by Congress and in accordance with 45 CFR 74.21 and 92.20 "Uniform Administrative Requirements for Grants and Agreements", as applicable, and OMB A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

(d) Recipients agree to require their sub-recipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.



**Attachment 3  
Subaward Agreement**

<b>University Contacts</b>	<b>Collaborator Contacts</b>
<p><b>Administrative Contact (Departmental)</b>  Name: Lani Pettersen  Address: UCSF / Clinical &amp; Translational Science Institute  Campus Box 0558  San Francisco, CA 94143</p> <p>Telephone: (415) 514-8898  Email: <a href="mailto:lani.pettersen@ucsf.edu">lani.pettersen@ucsf.edu</a></p>	<p><b>Administrative Contact (Departmental)</b>  Name: Victor Arechiga  Address: Public Health Foundation Enterprises, Inc.  12801 Crossroads Pkwy S.,  City of Industry, CA 91746</p> <p>Telephone: 562-222-7878  Email: <a href="mailto:varechiga@phfe.org">varechiga@phfe.org</a></p>
<p><b>Principal Investigator</b>  Name: S. Claiborne Johnston, MD, PhD  Address: UCSF / Neurovascular Service  Campus Box 0558  San Francisco, CA 94143</p> <p>Telephone: (415) 476-2477  Email: <a href="mailto:clay.johnston@ucsfmedctr.org">clay.johnston@ucsfmedctr.org</a></p>	<p><b>Project Director</b>  Name: Jonathan Fuchs  Address: SFDPH HIV Research Section  25 Van Ness Ave., Suite 500  San Francisco, CA 94102</p> <p>Telephone: 415-554-4234  E-Mail: <a href="mailto:jonathan.fuchs@sfdph.org">jonathan.fuchs@sfdph.org</a></p>
<p><b>Financial Contact</b>  Name: Accounts Payable  Subcontract Payment Desk  Address: UCSF Controller's Office  1855 Folsom Street, #425  San Francisco, CA 94143-0812</p> <p>Telephone: (415) 476-2126  Fax: (415) 682-7403  Email: <a href="mailto:Subcontract@accounting.ucsf.edu">Subcontract@accounting.ucsf.edu</a></p>	<p><b>Financial Contact</b>  Name: Susan Vacko  PHFE  Address: 12801 Crossroads Pkwy S.,  Suite 200  City of Industry, CA  91746</p> <p>Telephone: 562-222-7842</p> <p>Fax: 562-696-6950</p> <p>Email: <a href="mailto:svacko@phfe.org">svacko@phfe.org</a></p>
<p><b>Authorized Official</b>  Name: John Radkowski  Contracts and Grants Officer  Address: UCSF Office of Sponsored Research  3333 California Street, Suite 315  San Francisco, CA 94143-0962</p> <p>Telephone: (415) 278-0702  Fax: (415) 476-8158  Email: <a href="mailto:john.radkowski@ucsf.edu">john.radkowski@ucsf.edu</a></p>	<p><b>Authorized Official</b>  Name: Mark Bertler  PHFE  Address: 12801 Crossroads Pkwy S.,  Suite 200  City of Industry, CA  91746</p> <p>Telephone: 562-222-7895</p> <p>Fax: 562-696-6950</p> <p>Email: <a href="mailto:mbertler@phfe.org">mbertler@phfe.org</a></p>

**Attachment 4  
Subaward Agreement**

**Reporting Requirements**

The Following checked Reporting Requirements apply to this Subaward Agreement:

  X   Collaborator agrees to submit interim progress reports if continuation is intended beyond the Termination Date and shall be submitted 90 (ninety) days before the end of the reporting period. Terminal progress reports must be submitted to University within 45 (forty-five) 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.

       Collaborator agrees to submit monthly technical/progress reports to University's Project Director identified in Attachment 3.

       Collaborator agrees to submit quarterly technical/progress reports within thirty (30) days From end of each project quarter to University's Project Director identified in Attachment 3.

  X   Patent rights for Subcontractor shall be in accordance with P.L. 98-620, Patent Rights (Small Business Firms and Nonprofit Organizations), as implemented by 37 CFR Chapter IV, Part 401. Subcontractor shall promptly and fully report directly to NIH all inventions conceived or made and reduced to practice under this Agreement. Subcontractor shall submit a copy of the transmittal letter of any such report to University and shall include this Agreement Number along with transmittal. Within ninety (90) days following expiration or termination of this agreement Subcontractor shall submit to University a final Invention report.

       (Applicable NASA Grants) The Collaborator agrees to submit to University's Administrative Contact identified in Attachment 3, NASA Form 1679 "New Technology Disclosure" for each discovery of new technology individually and at the time of its Discovery. For a multi-year Subaward Agreement, Collaborator agrees to summarize the Previous year's disclosures on an annual basis by completing NASA Form C-3044, New Technology Summary Report and marking it Interim. The first Interim New Technology Summary Report is due exactly twelve (12) months from the effective date of the Subaward Agreement and anniversary thereafter.

- NASA Form 1679 and NASA Form C-3044 can be located at:  
<http://tco.gsfc.nasa.gov/>

       (Applicable EPA Grants) Collaborator agrees to submit to University's Administrative Contact identified in Attachment 3, EPA Form 5700-52A "Minority Business Enterprises/Women-Owned Business Enterprises."

- EPA Form 5799-52A can be located at:  
<http://www.epa.gov/osdbu/>

Other Special Reporting Requirements:

FOR SPECIAL ARRA REPORTING REQUIREMENTS PLEASE SEE ATTACHMENT 4A.

## Attachment 4A Reporting Requirements

**Definition.** "Reporting" includes invoicing, financial reporting, and technical reporting.

**Invoicing.** Subrecipient must invoice the Prime Recipient:

- not less often than quarterly  
 not less often than monthly

**Amendment for Updated Reporting Requirements.** A unilateral amendment may be issued to update reporting requirements in response to any additional requirements or guidance from the OMB or Sponsor including, but not limited to, the definition of terms and data elements, and specific instructions for reporting and report formats.

**Compliance with the American Recovery and Reinvestment Act.** Subrecipient must comply with all requirements specified in Division A of the ARRA (Public Law 111-5), including reporting requirements outlined in Section 1512 of the Act.

**Responsibilities for Informing Sub-recipients.** If Subrecipient issues subawards under this agreement, Subrecipient agrees to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, any CFDA number assigned for ARRA purposes, and amount of ARRA funds. (2 CFR 215.26, 45 CFR 74.26, and 45 CFR 92.26)

**Delegation of Reporting in federalreporting.gov.** Prime Recipient hereby

delegates  does not delegate ARRA quarterly reporting requirements to the Subrecipient.

Where reporting is delegated, Subrecipient shall directly submit all required data via [federalreporting.gov](http://federalreporting.gov) as specified in the OMB memorandum "Implementing Guidance for the Reports on Use of Funds Pursuant to the American Recover and Reinvestment Act of 2009" dated June 22, 2009, or subsequent OMB-issued guidance.

Where reporting is not delegated, Subrecipient shall submit quarterly ARRA reports to the Prime Recipient as follows.

In all cases, Prime Recipient reserves the rights delineated in 2 CFR 215.53 part E, to request additional detail from the Subrecipient as needed to comply with the terms and reporting requirements of the Prime award.

### Quarterly ARRA Reports to Prime Recipient

Where Quarterly ARRA Reporting is not delegated, Subrecipient shall submit ARRA reports quarterly, to the **ADMINISTRATIVE AND FINANCIAL** contacts listed on Attachment 3A, due 4/5, 7/5, 10/5, and 1/5 for the duration of the subaward. The Quarterly ARRA Reports shall contain the following:

#### A. Subrecipient Type.

Subrecipient shall disclose its entity type on Attachment 3b.

#### B. Performance Site

Subrecipient shall identify the physical location of the primary place of performance of the Subaward, if it differs from the address in Attachment 3B.

(1) Street Address \_\_\_\_\_

(2) City, State, ZIP Code \_\_\_\_\_

(3) Congressional District \_\_\_\_\_

Subrecipient shall report any changes in performance site on the Quarterly ARRA Report.

**Attachment 4A**  
**Reporting Requirements**  
**Continued**

**C. Jobs Created and Retained**

(1) A brief description of the types of jobs created and jobs retained in the United States and outlying areas. "Jobs or positions created" means those new positions created and filled, or previously existing unfilled positions that are filled, as a result of Recovery Act funding. "Jobs or positions retained" means those previously existing filled positions that are retained under Recovery Act funding. This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(2) An estimate of the number of jobs created and jobs retained in the United States and outlying areas. At a minimum, this estimate shall include any new positions created and any existing filled positions that were retained to support or carry out Recovery Act projects or activities managed directly by the recipient, and if known, by subrecipients. The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the recipient. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

(3) A job cannot be reported as both created and retained.

**D. Most Highly Compensated Officers**

Subrecipient shall provide the names and total compensation of the five most highly compensated officers of the Subrecipient entity if the following items (1) and (2) apply.

If either item (1) or (2) does not apply, the Subrecipient's report shall include a statement certifying this.

If these items do apply, but there is no change in the most highly compensated individuals or their total compensation, the Subrecipient's report shall include a statement certifying this.

(1) The Subrecipient in its preceding fiscal year received -

- (a) 80 percent or more of its annual gross revenues in Federal awards; and
- (b) \$25,000,000 or more in annual gross revenues from Federal awards; and

(2) The public does not have access to 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 [26 USC § 6104].

"Total compensation" means the cash and noncash dollar value earned by the executive during the subrecipient's past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

- (i). Salary and bonus.
- (ii). Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R.

## Attachment 4A Reporting Requirements *Continued*

(iii). Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(iv). Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(v). Above-market earnings on deferred compensation which are not taxqualified.

(vi). Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

### E. Technical Reporting.

Subrecipient will include a brief update on cumulative programmatic achievements, including significant deliverables or milestones reached.

### F. Area of Benefit.

Subrecipient will note the geographical area(s) benefited by the project.

### G. Vendor Payments in Excess of \$25,000.

Subrecipient must report, for any payments to a single vendor greater than \$25,000, the identity of the vendor. Subrecipient shall report the vendor name and D-U-N-S number if available. If the D-U-N-S is not available, the Subrecipient shall report on the vendor name and zip code of the vendor's headquarters.

### **SCOPE OF WORK (PHFE)**

Dr. Jonathan Fuchs will provide overall leadership to this project, liaise with HSeT, supervise the Project Coordinator and Webmaster/Programmer, develop the community engagement curriculum in close collaboration with the Directory of Community Programs, and develop the evaluation strategy. Dr. Fuchs will work with Dr. Teri Liegler to recruit faculty and implement the didactic workshops planned for each year of the project.

PHFE project staff includes Jennifer Sarché, MPH, Director of Community Programs, TBN Program Coordinator, and TBN Webmaster/Programmer.





LINKED SPECIALIZED CENTER COOPERATIVE  
AGREEMENT  
Department of Health and Human Services  
National Institutes of Health  
NATIONAL CENTER FOR RESEARCH RESOURCES

Notice of Award

Issue Date: 09/29/2009



THIS AWARD IS ISSUED UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 AND IS SUBJECT TO SPECIAL HHS TERMS AND CONDITIONS AS REFERENCED IN SECTION III

**Grant Number:** 3UL1RR024131-04S3

**Principal Investigator(s):**  
S. Claiborne Johnston

**Project Title:** Clinical and Translational Science Institute

JOAN KAISER  
CONTRACTS AND GRANTS OFFICER  
UNIVERSITY OF CALIFORNIA, SF  
OFFICE OF SPONSORED RESEARCH  
3333 CALIFORNIA ST, STE 315  
SAN FRANCISCO, CA 941430962

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

**Budget Period:** 09/29/2009 – 09/28/2011  
**Project Period:** 09/29/2009 – 09/28/2011

Dear Business Official:

The National Institutes of Health hereby awards a grant in the amount of \$522,044 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to UNIVERSITY OF CALIFORNIA SAN FRANCISCO in support of the above referenced project. This award is pursuant to the authority of 42 USC 241 AND 284, 42 CFR 52, 45 CFR 74 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

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

Each publication, press release or other document that cites results from NIH grant-supported research must include an acknowledgment of NIH grant support and disclaimer such as "The project described was supported by Award Number UL1RR024131 from the National Center For Research Resources. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Center For Research Resources or the National Institutes of Health."

Award recipients are required to comply with the NIH Public Access Policy. This includes submission to PubMed Central (PMC), upon acceptance for publication, an electronic version of a final peer-reviewed, manuscript resulting from research supported in whole or in part, with direct costs from National Institutes of Health. 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. For additional information, please visit <http://publicaccess.nih.gov/>.

Award recipients must promote objectivity in research by establishing standards to ensure that the design, conduct and reporting of research funded under NIH-funded awards are not biased by a conflicting financial interest of an Investigator. Investigator is defined as the Principal Investigator and any other person who is responsible for the design, conduct, or reporting of NIH-funded research or proposed research, including the Investigator's spouse and dependent children. Awardees must have a written administrative process to identify and manage financial conflict of interest and must inform Investigators of the conflict of interest policy and of the Investigators' responsibilities. Prior to expenditure of these awarded funds, the Awardee must report to the NIH Awarding Component the existence of a conflicting interest and within 60 days of any new conflicting interests identified after the initial report. Awardees must comply with these and all other



aspects of 42 CFR Part 50, Subpart F. These requirements also apply to subgrantees, contractors, or collaborators engaged by the Awardee under this award. The NIH website <http://grants.nih.gov/grants/policy/coi/index.htm> provides additional information.

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

Sincerely yours,

Irene Grissom  
Grants Management Officer  
NATIONAL CENTER FOR RESEARCH RESOURCES

Additional information follows

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**SECTION I – AWARD DATA – 3UL1RR024131-04S3****Award Calculation (U.S. Dollars)**

Salaries and Wages	\$58,524
Fringe Benefits	\$7,230
Personnel Costs (Subtotal)	\$65,754
Other Costs	\$85
Travel Costs	\$2,600
Consortium/Contractual Indirect Cost	\$29,227
Consortium/Contractual Direct Cost	\$400,084

Federal Direct Costs	\$497,750
Federal F&A Costs	\$24,294
Approved Budget	\$522,044
Federal Share	\$522,044
<b>TOTAL FEDERAL AWARD AMOUNT</b>	<b>\$522,044</b>

**AMOUNT OF THIS ACTION (FEDERAL SHARE)** \$522,044

**Fiscal Information:**

CFDA Number: 93.701  
EIN: 1946036493A6  
Document Number: URR024131Z  
Fiscal Year: 2009

	IC	CAN	2009
RR		8485273	\$522,044

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

**NIH Administrative Data:**

PCC: CRT35 / OC: 414N / Processed: GRISSOMI 09/28/2009

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**SECTION II – PAYMENT/HOTLINE INFORMATION – 3UL1RR024131-04S3**

For payment and HHS Office of Inspector General Hotline information, see the NIH Home Page at <http://grants.nih.gov/grants/policy/awardconditions.htm>

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**SECTION III – TERMS AND CONDITIONS – 3UL1RR024131-04S3**

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

- The grant program legislation and program regulation cited in this Notice of Award.
- Conditions on activities and expenditure of funds in other statutory requirements, such as those included in appropriations acts.
- 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

(See NIH Home Page at 'http://grants.nih.gov/grants/policy/awardconditions.htm' for certain references cited above.)

**ARRA TERM OF AWARD:** This award provides additional funding for 5UL1RR024131-04. This additional funding is provided under the American Recovery and Reinvestment Act of 2009 (ARRA) and is subject to the HHS-Approved Standard Terms and Conditions for ARRA. Approved text for NIH awards can be found at:

[http://grants.nih.gov/grants/policy/NIH\\_HHS\\_ARRA\\_Award\\_Terms.pdf](http://grants.nih.gov/grants/policy/NIH_HHS_ARRA_Award_Terms.pdf). Recipients should pay particular attention to the special quarterly reporting requirements required by Section 1512 of the Recovery Act as specified in Term #2. These special quarterly reporting requirements apply only to

this additional funding. Recipients should not include any information about the parent grant when responding to the quarterly reporting requirements.

Grantees are reminded to include specific information on the ARRA additional funding as part of the annual progress report(s) of the parent grant.

Separate financial reporting (SF 272 and Financial Status Reports) will be required to be submitted covering this additional funding. These will be in addition to any required financial reports for the parent grant.

Separate closeout documents (Final Progress Report, Final Financial Status Report, and Final Invention Statement) will also be required to closeout the Recovery Act funding at the time the ARRA funding ends. These closeout reports for the ARRA funding are required even when the parent grant continues.

ARRA funds provided under this award are not available for rebudgeting or carryover into the parent grant. Any ARRA funding remaining at the end of the funding period for this award must be reported as an unobligated balance.

This institution is a signatory to the Federal Demonstration Partnership (FDP) Phase V Agreement which requires active institutional participation in new or ongoing FDP demonstrations and pilots.

Carry over of an unobligated balance into the next budget period requires Grants Management Officer prior approval.

In accordance with P.L. 110-161, compliance with the NIH Public Access Policy is now mandatory. For more information, see NOT-OD-08-033 and the Public Access website: <http://publicaccess.nih.gov/>.

This award represents the final year of the competitive segment for this grant. Therefore, see the NIH Grants Policy Statement (12/1/2003 version) for closeout requirements at: [http://grants.nih.gov/grants/policy/nihgps\\_2003/NIHGPS\\_Part8.htm#\\_Toc54600151](http://grants.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part8.htm#_Toc54600151).

A final Financial Status Report (FSR) (SF 269) must be submitted through the eRA Commons (Commons) within 90 days of the expiration date; see NIH Guide Notice NOT-OD-07-078 for additional information on this electronic submission requirement.

Furthermore, unless an application for competitive renewal is submitted, additional grant closeout documents consisting of a Final Invention Statement and Certification form (HHS 568), (not applicable to training, construction, conference or cancer education grants) and a final progress report must also be submitted within 90 days of the expiration date.

NIH also strongly encourages electronic submission of the final progress report and the final invention statement through the Closeout feature in the Commons. If the final progress report and final invention statement are not submitted electronically, copies of the HHS 568 form may be downloaded at: <http://grants.nih.gov/grants/forms.htm>.

Submissions of the final progress report and HHS 568 may be e-mailed as PDF attachments to the NIH Central Closeout Center at: [deascentralized@od.nih.gov](mailto:deascentralized@od.nih.gov)

Paper submissions of the final progress report and the HHS 568 may be faxed to the NIH Central Closeout Center at 301-480-2304 or mailed to the NIH Central Closeout Center at the following address:

NIH/OD/OER/DEAS  
Central Closeout Center  
6705 Rockledge Drive, Room 2207  
Bethesda, MD 20892-7987 (for regular or U.S. Postal Service Express mail)  
Bethesda, MD 20817 (for other courier/express mail delivery only)

The final progress report should include, at a minimum, a summary of progress toward the achievement of the originally stated aims, a list of significant results (positive and/or negative), a list of publications and the grant number. If human subjects were included in the research, the final progress report should also address the following:

- Report on the inclusion of gender and minority study subjects (using the gender and minority Inclusion Enrollment Form as provided in the PHS 2590 and available at <http://grants.nih.gov/grants/forms.htm>).
- Where appropriate, indicate whether children were involved in the study or how the study was relevant for conditions affecting children (see "Public Policy Requirements and Objectives-Requirements for Inclusiveness in Research Design-Inclusion of Children as Subjects in Clinical Research" in the PHS 398 at URL [http://grants.nih.gov/grants/policy/nihgps\\_2003/NIHGPS\\_Part5.htm#\\_Toc54600090](http://grants.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part5.htm#_Toc54600090)).
- Describe any data, research materials (such as cell lines, DNA probes, animal models), protocols, software, or other information resulting from the research that is available to be shared with other investigators and how it may be accessed.

Note, if this is the final year of a competitive segment due to the transfer of the grant to another institution, then not all the requirements stated above are applicable. Specifically a Final Progress Report is not required. However, a final FSR is required and should be submitted electronically as noted above. In addition, if not already submitted, the Final Invention Statement is required and should be sent directly to the assigned Grants Management Specialist.

**Treatment of Program Income:**  
Additional Costs

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**SECTION IV – RR Special Terms and Conditions – 3UL1RR024131-04S3**

This award is issued in response to the NIH Funding Opportunity Announcement NOT-OD-09-056, Recovery Act Funds for Administrative Supplements: NCRR ARRA Funding for Administrative Supplements for Research Workforce Development.

Funds provided in this supplement are restricted for the purposes outlined in the grantee's application dated May 15, 2009, and may not be expended for any other purpose without the written prior approval of the National Center for Research Resources.

This award does not include funds for the support of computers, insurance, audits, honoraria and refreshments as requested in the application. In accordance with OMB Circular A-21, these costs are considered unallowable as direct costs, but, if appropriate, may be charged to the project as F&A costs.

This supplemental award is being funded for a two-year budget and project period. It is expected that the grantee will expend funds at the following levels as indicated in the requested/adjusted budget:

- Year 1 = \$261,050 Total Costs (\$245,800 direct costs + \$15,250 F&A costs).
- Year 2 = \$260,994 Total Costs (\$251,950 direct costs + \$9,044 F&A costs).

This award includes funds awarded for consortium activity with PHFE. Consortia are to be established and administered as described in the NIH Grants Policy Statement (NIH GPS). The referenced section of the NIH GPS is available at: [http://grants.nih.gov/grants/policy/nihgps\\_2003/NIHGPS\\_Part12.htm#\\_Toc54600251](http://grants.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part12.htm#_Toc54600251).

In accordance with the NIH Guide Notice: NOT-OD-02-017 entitled, "GRADUATE STUDENT COMPENSATION" published on December 10, 2001, in the NIH Guide for Grants and Contracts, total direct costs (salary, fringe benefits and tuition remission) for graduate students are provided at a level not to exceed the NIH maximum allowable amount (zero level of the Ruth L. Kirschstein National Research Service Award stipend in effect at the time of the competing award). Support recommended for future years has been adjusted accordingly, if applicable. The full guide Notice describing the level of compensation allowed for a graduate student can be found at: <http://grants.nih.gov/grants/guide/notice-files/NOT-OD-02-017.html>

In accordance with NIH practice, escalation has been limited to three percent per annum.

This award provides \$50,000 for research being conducted in Switzerland.

In addition to the Principal Investigator, the following individuals are named as key personnel:

Teri Liegler

Jonathan Fuchs

Written prior approval is required if any of the individual(s) named above withdraws from the project entirely, is absent from the project during any continuous period of 3 months or more, or reduces time devoted to the project by 25 percent or more from the level that was approved at the time of award.

If the grantee plans to issue a press release concerning the outcome of NCRR grant-supported research, it should notify the NCRR Office of Communications at 301-435-0888 in advance to allow for coordination.

**SECTION V - CONTACTS:**

The NCRR WWW home page is at <http://www.ncrr.nih.gov/>

**STAFF CONTACTS**

The Grants Management Specialist is responsible for the negotiation, award and administration of this project and for interpretation of Grants Administration policies and provisions. The Program Official is responsible for the scientific, programmatic and technical aspects of this project. These individuals work together in overall project administration. Prior approval requests (signed by an Authorized Organizational Representative) should be submitted in writing to the Grants Management Specialist. Requests may be made via e-mail.

**Grants Management Specialist:** Leslie Le  
Email: leleslie@mail.nih.gov Phone: (301) 435-0856 Fax: (301) 480-3777

**Program Official:** Rosemarie Filart  
Email: filart@mail.nih.gov Phone: 301.435.0178 Fax: 301.480.3661

**SPREADSHEET SUMMARY**

**GRANT NUMBER:** 3UL1RR024131-04S3

**INSTITUTION:** UNIVERSITY OF CALIFORNIA SAN FRANCISCO

<i>Budget</i>	<i>Year 4</i>	<i>Year 5</i>
Salaries and Wages	\$58,524	
Fringe Benefits	\$7,230	
Personnel Costs (Subtotal)	\$65,754	
Other Costs	\$85	
Travel Costs	\$2,600	
Consortium/Contractual Indirect Cost	\$29,227	
Consortium/Contractual Direct Cost	\$400,084	
TOTAL FEDERAL DC	\$497,750	
TOTAL FEDERAL F&A	\$24,294	
TOTAL COST	\$522,044	\$0

<i>Facilities and Administrative Costs</i>	<i>Year 4</i>	<i>Year 5</i>
F&A Cost Rate 1	26%	
F&A Cost Base 1	\$93,439	
F&A Costs 1	\$24,294	

**ATTACHMENT II - SCOPE OF WORK**

**Clinical & Translational Science Institute**  
**San Francisco Department of Public Health**  
September 29, 2009 to September 28, 2011

**PRINCIPAL INVESTIGATOR-Fuchs, Jonathan, MD**

Dr. Jonathan Fuchs will provide leadership to this project, liaise with HSeT, supervise the Project Coordinator and Webmaster/Programmer, develop the community engagement curriculum in close collaboration with the Directory of Community Programs, and develop the evaluation strategy. Dr. Fuchs will work with Dr. Teri Liegler to recruit faculty and implement the didactic workshops planned for each year of the project.

Program Director/Principal Investigator (Last, First, Middle): Fuchs, Jonathan

(24 month period)

DETAILED BUDGET FOR INITIAL BUDGET PERIOD DIRECT COSTS ONLY						FROM 9/29/2009	THROUGH 9/28/2011	
PERSONNEL (Applicant organization only)		Months Devoted to Project			INST.BASE SALARY	DOLLAR AMOUNT REQUESTED (omit cents)		
NAME	ROLE ON PROJECT	Cal. Mnths	Acad. Mnths	Summer Mnths		SALARY REQUESTED	FRINGE BENEFITS	TOTAL
Jonathan Fuchs	PD/PI	2.40			182,710	36,542	9,793	46,335
<b>SUBTOTALS</b> →						<b>36,542</b>	<b>9,793</b>	<b>46,335</b>
CONSULTANT COSTS								
EQUIPMENT (Itemize)								
SUPPLIES (Itemize by category)								
TRAVEL								
PATIENT CARE COSTS		INPATIENT						
		OUTPATIENT						
ALTERATIONS AND RENOVATIONS (Itemize by category)								
OTHER EXPENSES (Itemize by category)								
CONSORTIUM/CONTRACTUAL COSTS					DIRECT COSTS		46,335	
<b>SUBTOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD (Item 7a, Face Page)</b>								<b>\$</b>
CONSORTIUM/CONTRACTUAL COSTS					FACILITIES AND ADMINISTRATIVE COSTS		9,684	
<b>TOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD</b>								<b>\$ 56,019</b>

