

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

Board of Supervisors Meeting

Date: March 6, 2012

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 checked="" type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

**OTHER:**

Completed by: Annette Lonich

Date: March 1, 2012

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 (select only one):

- 1. For reference to Committee:
- An ordinance, resolution, motion, or charter amendment.
- 2. Request for next printed agenda without reference to Committee.
- 3. Request for hearing on a subject matter at Committee:
- 4. Request for letter beginning "Supervisor  inquires"
- 5. City Attorney request.
- 6. Call File No.  from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No.
- 9. Request for Closed Session (attach written motion).
- 10. Board to Sit as A Committee of the Whole.
- 11. Question(s) submitted for Mayoral Appearance before the BOS on

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

- 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):**

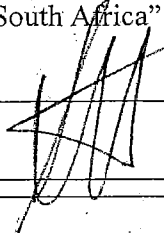
Supervisor Wiener

**Subject:**

Accept and Expend Grant – HIV Evaluation Activities with High Risk, Underserved Population in South Africa- \$44,043

**The text is listed below or attached:**

Resolution authorizing the San Francisco Department of Public Health to retroactively accept and expend a grant in the amount of \$44,043 from the University of California San Francisco, to participate in a program entitled "HIV Evaluation Activities with High Risk, Underserved Population in South Africa" for the period of September 30, 2011, through September 29, 2012.

Signature of Sponsoring Supervisor: 

For Clerk's Use Only:

120208

1 [Accept and Expend Grant – HIV Evaluation Activities with High Risk, Underserved Population  
2 in South Africa- \$44,043]

3 **Resolution authorizing the San Francisco Department of Public Health to retroactively**  
4 **accept and expend a grant in the amount of \$44,043 from the University of California**  
5 **San Francisco, to participate in a program entitled “HIV Evaluation Activities with High**  
6 **Risk, Underserved Population in South Africa” for the period of September 30, 2011,**  
7 **through September 29, 2012.**

8  
9 WHEREAS, University of California San Francisco is the recipient of a grant award  
10 from Centers for Disease Control and Prevention supporting the HIV Evaluation Activities with  
11 High Risk, Underserved Population in South Africa; and

12 WHEREAS, With a portion of these funds, University of California San Francisco has  
13 subcontracted with San Francisco Department of Public Health (DPH) in the amount of  
14 \$44,043 for the period of September 30, 2011, through September 29, 2012; and,

15 WHEREAS, As a condition of receiving the grant funds, University of California San  
16 Francisco requires the City to enter into an agreement (Agreement), a copy of which is on file  
17 with the Clerk of the Board of Supervisors in File No. 120208; which is hereby  
18 declared to be a part of this resolution as if set forth fully herein; and

19 WHEREAS, The purpose of this project will provide technical assistance and training to  
20 in country partners in South Africa around size estimation methods for streetwalker and  
21 injection drug users populations; and

22 WHEREAS, An Annual Salary Ordinance amendment is not required as the grant  
23 partially reimburses DPH for three existing positions, one Manager VIII (Job Class No. 0943)  
24 at .05 FTE, one Manager I (Job Class No. 0922) at .15 FTE, and one Epidemiologist I (Job  
25

1 Class No. 2802) at .05 FTE for the period of September 30, 2011 through September 29,  
2 2012; and,

3 WHEREAS, A request for retroactive approval is being sought because DPH did not  
4 receive notification of the award until January 19, 2012 for a project start date of September  
5 30, 2011; and,

6 WHEREAS, The budget includes a provision for indirect costs in the amount of \$4,719;  
7 now, therefore, be it

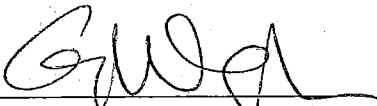
8 RESOLVED, That DPH is hereby authorized to accept and expend a grant retroactively  
9 in the amount of \$44,043 from University of California San Francisco; and, be it

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

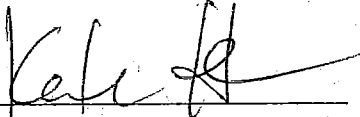
13 FURTHER RESOLVED, That the Director of Health is authorized to enter into the  
14 agreement on behalf of the City.

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RECOMMENDED:

  
Barbara A. Garcia, MPA  
Director of Health

APPROVED:

  
Office of the Mayor

  
Office of the Controller



Edwin M. Lee  
Mayor

Barbara A. Garcia, MPA  
Director of Health

**TO:** Angela Calvillo, Clerk of the Board of Supervisors  
**FROM:** Barbara A. Garcia, MPA  
Director of Health *aw*  
**DATE:** February 1, 2012  
**SUBJECT:** Grant Accept and Expend  
**GRANT TITLE:** HIV Evaluation Activities with High Risk, Underserved  
Population in South Africa- \$44,043

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

- Proposed grant resolution, original signed by Department
- Grant information form, including disability checklist -
- Budget and Budget Justification
- Grant application: Not Applicable. No application submitted. Asked to participate in the project.
- Agreement / Award Letter
- Other (Explain):

**Special Timeline Requirements:**

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

Name: Richelle-Lynn Mojica

Phone: 255-3555

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

Certified copy required Yes

No

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

**Grant Information Form**  
(Effective March 2005)

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

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

1. Grant Title: HIV Evaluation Activities with High Risk, Underserved Population in South Africa
2. Department: Department of Public Health  
AIDS Office  
HIV Epidemiology Section
3. Contact Person: Henry Fisher Raymond Telephone: (415) 554-9093
4. Grant Approval Status (check one):  
 Approved by funding agency  Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$44,043
- 6a. Matching Funds Required: 0
- b. Source(s) of matching funds (if applicable): N/A
- 7a. Grant Source Agency: Department of Health and Human Services, Centers for Disease Control and Prevention (CDC)
- b. Grant Pass-Through Agency (if applicable): The Regents of the University of California
8. Proposed Grant Project Summary:  

The project will provide technical assistance and training to in country partners in South Africa around size estimation methods for streetwalker and injection drug users populations. Technical Assistance will include training in sampling methods & data collection appropriate for different populations.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:  
Start-Date: September 30, 2011 End-Date: September 29, 2012
- 10a. 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
- 11a. Does the budget include indirect costs?  Yes  No
- b1. If yes, how much? \$4,719
- b2. How was the amount calculated? 12% of total modified direct costs

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):

12. Any other significant grant requirements or comments:

We respectfully request for approval to accept and expend these funds retroactive to September 30, 2011. The Department received the subcontract agreement on January 19, 2012.

Grant index code: HCHPDHIVSVGR

Grant code: HCAO51/12

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

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

Existing Site(s)

Existing Structure(s)

Existing Program(s) or Service(s)

Rehabilitated Site(s)

Rehabilitated Structure(s)

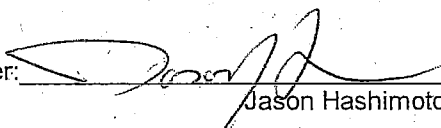
New Program(s) or Service(s)

New Site(s)

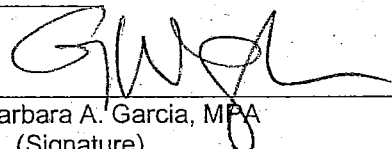
New Structure(s)

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

Comments:

Departmental or Mayor's Office of Disability Reviewer:  \_\_\_\_\_  
Jason Hashimoto

Date Reviewed: 2/2/12

Department Approval:  \_\_\_\_\_  
Barbara A. Garcia, MPA  
(Signature) Director of Public Health

San Francisco Department of Public Health (SFDPH)

AIDS Office HIV Epidemiology Section

HIV Evaluation Activities with High Risk, Underserved Populations in South Africa

Budget Justification  
9/30/2011 – 9/29/2012

A. PERSONNEL & MANDATORY FRINGE

1. 0.05 FTE 0943 – Senior Physician Specialist: W. McFarland  
Annual Salary  $\$196,924 \times 0.05 \text{ FTE} = \$9,846$   
Mandatory Fringe Benefits (@ 32%) = \$ 3,151 \$ 12,997
  
2. 0.15 FTE 0922 – Manager I: H. Raymond III  
Annual Salary  $\$108,880 \times 0.15 \text{ FTE} = \$16,332$   
Mandatory Fringe Benefits (@ 32%) = \$5,226 \$ 21,558
  
3. 0.05 FTE 2802 – Epidemiologist I: Y. Chen  
Annual Salary  $\$72,254 \times 0.05 \text{ FTE} = \$3,613$   
Mandatory Fringe Benefits @ 33% = \$1,154 \$4,769

Employees will provide technical assistance and training to in country partners in South Africa around size estimation methods for SW and IDU populations.

TOTAL PERSONNEL:	\$39,324
B. TRAVEL	\$0
C. EQUIPMENT	\$0
D. MATERIALS AND SUPPLIES	\$0
E. CONTRACTUAL	\$0
F. OTHER	\$0
G. INDIRECT COSTS (12% of total modified direct costs)	\$ 4,719
TOTAL BUDGET:	\$44,043



SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH  
 AIDS Office - HIV Epidemiology Section  
 HIV Evaluation Activities with High Risk, Underserved Population in South Africa  
 September 30, 2011 - September 29, 2012

K/Div: HPH-03  
 d Group: ZSCHS/GNC  
 ix Code: HCHPDHIVSVGR  
 nt Code: HCAO51  
 nt Detail: 1200

NIH Grant: Salary Cap 199,700

CATEGORY/LINE ITEM	Annual Salary	Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget
PERSONNEL HIV SEROEPIDEMIOLOGY										
1. Manager VIII 0943 7 W McFarland	196,924	63,016	259,940	5%	0.05	16,410	12	9,846	3,151	12,997
2. Manager I 0922 5 H Fisher Raymond	108,888	34,844	143,732	15%	0.15	9,074	12	16,333	5,227	21,560
3. Epidemiologist I 2802 5 Y Chen	72,254	19,509	91,763	5%	0.05	6,021	12	3,613	1,154	4,767
4. COLA 4%										0
5. STEP Increases 5%										0
<b>TOTAL SALARY/FRINGE</b>	<b>378,066</b>	<b>117,368</b>	<b>495,434</b>		<b>0.25</b>			<b>29,792</b>	<b>9,532</b>	<b>39,324</b>
00101 SALARIES										29,792
00103 FRNG BN										9,532
<b>SUB TOTAL</b>										<b>39,324</b>
TRAVEL										0
1. Local Travel (02301)										0
2. Out-of-Jurisdiction Travel(02101)										0
<b>Sub Total TRAVEL</b>										<b>0</b>
EQUIPMENT										0
1. Non Inventorial Equipment										0
<b>Sub Total EQUIPMENT</b>										<b>0</b>
MATERIALS AND SUPPLIES										0
1. Office Supplies (04951)										0
2. Food (04699)										0
3. Laboratory Supplies (04431)										0
4. Educational Supplies										0
<b>Sub Total SUPPLIES</b>										<b>0</b>
CONTRACTUAL SERVICES (02789)										0
1. UCSF										0
2. PHFE										0
<b>Sub Total CONTRACTS</b>										<b>0</b>

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH  
 AIDS Office - HIV Epidemiology Section  
 HIV Evaluation Activities with High Risk, Underserved Population in South Africa  
 September 30, 2011 - September 29, 2012

nt / Div: HPH-03  
 d Group: 2S/CHS/GNC  
 x Code: HCHPDHIVSVGR  
 nt Code: HCAO51  
 nt Detail: 1200

NIH Grant: Salary Cap 199,700

CATEGORY/LINE ITEM	Annual Salary	32.00% Annual Frin Ben		Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget
		Frin Ben	Annual								
OTHER											
1. Rent support/mng fac (03011)											0
2. Telephone/Com (03241)											0
3. Postage (03561)											0
4. Delivery/Courier svcs (03521)											0
5. Reproduction/Photocopy											0
a. Photocopier Leasing (03131)											0
b. Photocopier Maint (02931)											0
c. Repro Svcs (In House)(061PR)											0
6. Print/Slide Svcs (Outside)(03552)											0
7. Promotion/Advertisement (03599)											0
8. Frozen Storage Facility (03031)											0
9. Staff Training (02201)											0
10. BSS Sllpends(02783)											0
Sub TOTAL OTHER											39,324

TOTAL DIRECT COST

BUDGET SUMMARY

A. SALARIES	FTE = 0.25	29,792
B. MANDATORY FRINGE		9,532
C. TRAVEL		0
D. EQUIPMENT		0
E. MATERIALS AND SUPPLIES		0
F. CONTRACT / MOU		0
G. OTHER		0
DIRECT COSTS		39,324
H. INDIRECT COST (12% of total modified direct cost)		4,719
TOTAL BUDGET		44,043
AWARD		44,043
SURPL/(DEFICIT)		0

396

Agreement between  
The Regents of the University of California  
and  
City & County of San Francisco, Department of Public Health  
CFDA Number: 93.067  
Prime Grant Number: U2 GGH000251  
DPA and Fund Number: 557416-31976

Agreement Number: 6925sc

This Agreement ("Agreement") is executed by and between The Regents of the University of California, San Francisco, a corporation of the State of California ("University") and City & County of San Francisco, Department of Public Health ("Subcontractor").

WHEREAS, University is the recipient of Grant Number **U2 GGH000251** ("Award") from the Department of Health and Human Services, Centers for Disease Control and Prevention ("CDC"), for the conduct of a program titled "HIV Evaluation Activities with High-Risk, Underserved Populations in South Africa" as detailed in the application previously submitted to CDC; and

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

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

**Article I – Scope of Work**

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

**Article II – Principal Investigators**

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

**Article III – Term**

The term of this Agreement shall begin on **September 30, 2011** ("Commencement Date") and shall not extend beyond **September 29, 2012** ("Termination Date"), unless agreed to in writing by both parties. Subcontractor will submit a continuation application to University in the form and time designated by University if continuation is intended beyond the above referenced termination date.

**Article IV – Compensation**

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

(1) The Budget, attached hereto as Attachment B and incorporated by reference. The total amount available to Subcontractor for the period reflected in Article III is **\$44,043.00**. This amount shall not be exceeded nor shall any portion be carried forward to future years without the University Principal Investigator's authorization and subsequent formal amendment of this agreement.

(2) The cost principles applicable to Subcontractor's type of organization.  
- OMB Circular A-21: Institutions of Higher Education  
- OMB Circular A-87: State, Local and Federally Recognized Indian Tribal Governments

- OMB Circular A-122: Nonprofit Organizations
- 45 CFR 74, Appendix E: Hospitals
- 45 CFR Subpart 31.2: For-Profit (commercial) Organizations

For a subcontractor under OMB Circular A-21 (unless the rate in effect at the time of award was provisional), the indirect cost rate (or rates) included in the attached budget is fixed for the life of the subcontract at the approved federally negotiated rate (or rates) in place at the time of award.

For a subcontractor not subject to OMB Circular A-21, if the negotiated facilities and administration ("F&A") cost rate of the Subcontractor changes during the period of this Agreement, then the first invoice that uses the new indirect cost rate shall include a copy of the newly negotiated F&A cost agreement and that rate shall become the new indirect cost rate for this Agreement. Indirect cost rates may be subject to upward or downward adjustment, depending on the type of rate negotiated, although the total amount of this subcontract award shall remain fixed.

#### **Article V – General Regulations and Rebudgeting**

Incorporated into this Agreement by reference, with the same force and effect as if set forth in full text, are all provisions of the Public Health Service ("PHS") Grants Policy Statement (DHHS Publication No. (OASH) 94-50,000 (Rev.) April 1, 1994) including addenda in effect as of the beginning date of the budget period, modified appropriately to reflect the circumstances of the contractual relationship created by this Agreement between the University and the Subcontractor. Subcontractor agrees to comply with all of the provisions of the Award, which is attached to this Agreement as Attachment D and incorporated by reference.

Subcontractor may rebudget funds awarded for direct costs to meet unanticipated needs in unrestricted categories; however, all requests for rebudgeting requiring CDC prior approval (including requests for no-cost extension or carryforward) shall be submitted to University's Principal Investigator for review and approval, which shall be issued via formal amendment to this Agreement.

#### **Article VI – Salary Limitation**

This provision is intentionally omitted.

#### **Article VII – Method of Payment, Financial Report Requirements**

Subcontractor shall submit monthly invoices for the allowable costs incurred in the performance of the work hereunder to University. Subcontractor invoices shall be in the format shown in Attachment C, attached hereto and incorporated by reference. Subcontractor invoices shall be submitted in triplicate and shall reference the assigned Agreement Number and be sent to the attention of:

University of California  
 Accounting Office - Accounts Payable  
 Attn: Subcontracts Desk  
 Box 0812  
 San Francisco, CA 94143-0812  
[subcontract@accounting.ucsf.edu](mailto:subcontract@accounting.ucsf.edu)

Substantiating documents such as travel receipts, purchase orders, time records, and so forth, shall be retained as provided in Article XXI and the Subcontractor is expected to keep an accurate accounting of all costs incurred in the performance of this Agreement.

All costs incurred under this Agreement will be subject to audit by University's cognizant Federal Audit Agency. Subcontractor shall provide the cognizant government auditors and/or University financial representatives access to records where necessary to support costs relating to this Agreement.

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

#### **Article VIII – Progress Reporting Requirements**

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

#### **Article IX – Publicity and Publication**

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

Publication of project results shall acknowledge support from the Award, made to University from CDC. Subcontractor shall provide University the opportunity to review any proposed manuscripts describing results of work performed in whole or in part under this Agreement thirty (30) days prior to their submission for publication. Four reprints of publications resulting from work performed in whole or part under this Agreement shall be submitted to the University's Principal Investigator.

#### **Article X – Copyrights**

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

#### **Article XI – Patents and Inventions**

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 CDC all inventions 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 the transmittal. Within ninety (90) days following expiration or termination of this agreement Subcontractor shall submit to University a final invention report.

#### **Article XII – Equipment Accountability**

Subcontractor shall utilize sound purchasing and inventory procedures and maintain adequate records to account for the purchase, inventory and disposition of equipment acquired under this Agreement. Title to equipment shall reside with Subcontractor subject to the right of CDC to require transfer of equipment as provided for in 45 CFR 74.136(A).

#### **Article XIII – Program Income**

Subcontractor will inform University of any income generated under this Agreement. Subcontractor shall remain accountable for such funds pending direction from University on disposition of these funds.

#### **Article XIV – Independent Contractor**

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

#### **Article XV – Indemnification**

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

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

#### **Article XVI – Early Termination**

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

#### **Article XVII – Protection of Human Subjects**

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

#### **Article XVIII – Care and Treatment of Laboratory Animals**

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

#### **Article XIX – Scientific Integrity**

In accepting this Agreement, Subcontractor certifies that it has filed an assurance with PHS regarding procedures for dealing with and reporting possible misconduct in science. If no assurance has been filed with PHS, Subcontractor agrees to conform to University's policies regarding possible scientific misconduct with respect to the research supported through this Agreement.

#### **Article XX – Objectivity in Research**

Subcontractor 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. Subcontractor's policy will be made applicable to activities under this award. If Subcontractor does not have a conflict of interest policy, it agrees to develop a policy. Subcontractor also certifies that to the best of Subcontractor's knowledge, all financial disclosures related to the activities funded by this Agreement have been made. Prior to Subcontractor's expenditure of any funds under this Award, Subcontractor will report to University the existence of a conflict of interest (but not the nature of the interest or other details)

found by Subcontractor and assure that the conflict of interest has been managed, reduced or eliminated in accordance with the PHS regulations. For any interest that Subcontractor identifies as conflicting subsequent to Subcontractor'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: **Conflict of Interest Division**  
University of California, San Francisco  
Office of Ethics and Compliance  
3333 California Street, Suite 16  
Campus Box 0294  
San Francisco, California 94143-0294

#### **Article XXI – Audit and Records**

A. Financial records, supporting documents and other records pertinent to this Agreement shall be retained by Subcontractor for a period of four (4) years from the date of submission of the final expenditure report, except that records pertaining to audits, appeals, litigation or settlement of claims arising out of performance of this Agreement shall be retained until such audits, appeals, litigation or claims have been disposed of.

B. All research records, including but not limited to original data and primary data-yielding materials, secondarily derived tables and figures, and statistical tabulations and other summaries, pertinent to this Agreement shall be made available to University upon its request and shall be retained by Subcontractor for a period of four (4) years from the termination date of this Agreement, except that records pertaining to any allegation of scientific misconduct or investigation, appeal, administrative proceeding or litigation relating to any charge arising out of the scientific performance of this Agreement shall be retained until three (3) years after the later of the conclusion of the allegation, investigation, appeal, administrative proceeding, litigation or acceptance by CDC or PHS of a final report pertaining thereto.

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

D. If any audit report reflects major shortcomings in Subcontractor's internal control systems, University may impose more stringent prior approval requirements for certain types of expenditures and/or rebudgeting and may require detailed supporting documentation for all claims for reimbursement until University is satisfied that necessary corrective action has been, or will be taken.

E. The Comptroller General of the United States, the U.S. Department of Health and Human Services, the University and any of their duly authorized representatives shall have access at any reasonable time after prior written notification to pertinent books, documents, papers and records of Subcontractor in order to make audits, examinations, excerpts and transcripts. In the event that any payment made to the Subcontractor is determined on the basis of such audits to be unallowable the Subcontractor shall promptly refund the unallowable amount to University upon demand.

#### **Article XXII – Civil Rights and Equal Employment Opportunity**

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

#### **Article XXIII – Anti-Kickback Act**

The Anti-Kickback Act of 1986 is applicable to this Agreement. In compliance with this act, Subcontractor agrees to cooperate fully with any federal agency investigating a possible violation under this act. Subcontractor agrees to report any violation to the agency inspector general, the head of the agency if the agency does not have an inspector general, or the Department of Justice.

#### Article XXIV – Debarment and Suspension

Subcontractor 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 agreement by any federal department or agency.

#### Article XXV – Certification Regarding Lobbying

Subcontractor certifies that:

A. No federally appropriated funds have been paid or will be paid, by or on behalf of Subcontractor, 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 or subcontract, 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, subcontract, grant, loan, or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid 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 this Federal contract, subcontract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," to the University.

C. Subcontractor 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.

#### Article XXVI – Notices

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

To University:       The Regents of the University of California  
Office of Research Administration  
Attention: Contracts and Grants Officer  
University of California, San Francisco  
3333 California Street, Suite 315  
San Francisco, CA 94143-0962

To Subcontractor:   William McFarland, MD, MPH  
City & County of San Francisco, Department of Public Health  
c/o Sajid Shaikh  
1380 Howard Street, 4<sup>th</sup> Floor  
San Francisco, CA 94103

Tel: 415-255-3512  
E-Mail: [sajid.shaikh@sfdph.org](mailto:sajid.shaikh@sfdph.org); [willi.mcfarland@sfdph.org](mailto:willi.mcfarland@sfdph.org)

#### Article XXVII – Governing Law

This Agreement is governed by applicable federal laws and the laws of the State of California.

#### Article XXVIII – Entire Agreement

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



**Article XXIX – Signatory**

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

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

The Regents of the University of California

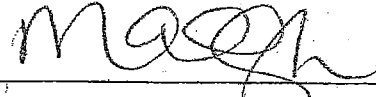
City & County of San Francisco, Department of Public Health

By \_\_\_\_\_

**Kristen Gafric**  
Manager, Contracts and Grants  
Office of Sponsored Research  
Contracts and Grants Division

Date \_\_\_\_\_

By \_\_\_\_\_



Name: Marcellina A. Ogbu, DrPH

Title: Director, Community Programs

Date \_\_\_\_\_

1/24/12

## ATTACHMENT A

San Francisco Department of Public Health  
Scope of Work  
CDC-PEPFAR

Grant number: 1U2GGH000251-01

"HIV Evaluation Activities with High-Risk, Underserved Populations in South Africa"

**Scope of Work: What will the contractor do?** Describe in outcome terms, the specific services/tasks to be performed by the contractor as related to the accomplishment of program objectives. Deliverables should be clearly defined.

### 1. Size Estimation of high risk, underserved populations

SFDPH will provide TA and training to in-country partners in South Africa around size estimation methods for SW and IDU populations. TA will include training in sampling methods & data collection appropriate for different populations.

#### **SFDPH Activities:**

- 1) To provide general TA and oversight on size estimation to key SW and IDU stakeholder groups in South Africa.
- 2) To assist with protocol development and staffing plans for implementation of IBBS and SW and IDU population size estimations in South Africa.
- 3) To assist with the training of implementing staff for the IBBS, including training materials development, training workshops, site visits while in the field (e.g., at launch), and analysis and dissemination training.

**Deliverables:** Size estimation protocols, field procedures, and survey questions to include in IBBS; additional oversight and consultation on IBBS; training materials and workshops on population size estimation

### 2. Technical Assistance for surveillance in high-risk, underserved populations

Study activities will be conducted among most at risk populations in multiple study locations in South Africa. The aim of the study is to measure HIV prevalence, sexually transmitted infections (STI), related risk behaviors, and access to prevention and care services. The overall approach is based on standardized methods for integrated biological and behavioral surveys (IBBS) used around the world with adaptations for the South Africa context. A formative assessment phase and multiple methods to estimate the size of the most at risk populations of South Africa are included within the study protocol. The surveys will use time location sampling (TLS), respondent-driven sampling (RDS), and systematic sampling for recruitment of the various most at risk populations. A behavioural questionnaire will be administered and participants will be offered HIV and syphilis testing.

#### **SFDPH Activities:**

- 1) Review study materials, including Study Protocol, Participant Consent Forms, Qualitative Interview Guides, Quantitative Survey, Field Forms, and the Field Procedures Manual.
- 2) Participate in planning and implementation discussions with partners, including UCSF, CDC, and Implementing Partners
- 3) Conduct trainings of in-country staff on various study procedures including data analysis and writing.
- 4) Provide TA on other aspects of study design and implementation

**Deliverables:** Attendance at training workshops as needed; general support to South Africa team; travel to South Africa as requested.

**ATTACHMENT B**

Principal Investigator/Program Director (Last, first, middle):

DETAILED BUDGET FOR INITIAL BUDGET PERIOD						FROM	THROUGH	
DIRECT COSTS ONLY						9/30/2011	9/29/2012	
PERSONNEL (Applicant organization only)		Months Devoted to Project			INST. BASE SALARY	DOLLAR AMOUNT REQUESTED (omit cents)		
NAME	ROLE ON PROJECT	Cal. Mnths	Acad. Mnths	Summ. Mnths		SALARY REQUESTED	FRINGE BENEFITS	TOTAL
McFarland, Willi	PD/PI	0.60			196,924	9,846	3,151	12,997
Raymond, H. Fisher	Senior Technical Advisor	1.80			108,880	16,332	5,226	21,558
Chen, Yea-Hung	Statistician	0.60			72,254	3,613	1,156	4,769
	0	0.00			0	0	0	0
	0	0.00			0	0	0	0
	0	0.00			0	0	0	0
	0	0.00			0	0	0	0
	0	0.00			0	0	0	0
	0	0.00			0	0	0	0
	0	0.00			0	0	0	0
<b>SUBTOTALS</b>						<b>29,791</b>	<b>9,533</b>	<b>39,324</b>
CONSULTANT COSTS								0
EQUIPMENT (Itemize)								0
SUPPLIES (Itemize by								0
TRAVEL								0
PATIENT CARE COSTS								0
INPATIENT								0
OUTPATIENT								0
ALTERATIONS AND RENOVATIONS (Itemize by category)								0
OTHER EXPENSES (Itemize by category)								0
Rent - CAPS								
Network - CAPS								
University wide IT Infrastructure recharge								
CONSORTIUM/CONTRACTUAL COSTS								0
SUBTOTAL DIRECT COST FOR INITIAL BUDGET PERIOD (Item 7a, Face Page)								\$39,324
CONSORTIUM/CONTRACTUAL COSTS						FACILITIES AND ADMINISTRATIVE COSTS	12%	4,719
<b>TOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD</b>								<b>\$44,043</b>
SBIR/STTR Only: FIXED FEE REQUESTED								

\* TDC LEAS: EQUIPMENT

**INVOICE**

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

ATTACHMENT C

Subcontractor's Name \_\_\_\_\_  
 Subcontractor's Address \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Telephone # \_\_\_\_\_

Subcontract No: \_\_\_\_\_  
 Invoice No: \_\_\_\_\_  
 Period Covered: \_\_\_\_\_  
 Date of Invoice: \_\_\_\_\_

Final: Yes \_\_\_\_\_ No  X

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

**Wire Transfer Info:**

Beneficiary Name (payee): \_\_\_\_\_  
 Beneficiary Bank Account No: \_\_\_\_\_  
 Bank name: \_\_\_\_\_  
 ABA Routing Number: \_\_\_\_\_  
 Foreign Only  
 SWIFT Code: \_\_\_\_\_  
 IBAN: \_\_\_\_\_  
 (European countries & Israel)  
 BSB (Australia): \_\_\_\_\_  
 CLABE (Mexico): \_\_\_\_\_

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

Authorized Subcontractor Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_

PI or Delegated Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_

ATTACHMENT D



COOPERATIVE AGREEMENTS  
Department of Health and Human Services  
Centers for Disease Control and Prevention  
COORDINATING OFFICE OF GLOBAL HEALTH

Notice of Award

Issue Date: 09/21/2011



**Grant Number:** 1U2GGH000251-01

**Principal Investigator(s):**  
TIM LANE, PHD

**Project Title:** HIV EVALUATION ACTIVITIES WITH HIGH-RISK, UNDERSERVED  
POPULATIONS IN SOUTH AFRICA

RESEARCH SERVICES ANALYST  
UNIVERSITY OF CALIFORNIA SAN FRA  
3333 CALIFORNIA STREET  
SUITE 315  
SAN FRANCISCO, CA 94118

**Budget Period:** 09/30/2011 – 09/29/2012  
**Project Period:** 09/30/2011 – 09/29/2016

Dear Business Official:

The Centers for Disease Control and Prevention hereby awards a grant in the amount of \$910,265 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to UNIVERSITY OF CALIFORNIA-SAN FRANCISCO in support of the above referenced project. This award is pursuant to the authority of Section 307 Public Health Service Act, 42 U.S.C. Section 2421 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

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

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

Sincerely yours,

Roslyn Curington  
Grants Management Officer  
Centers for Disease Control and Prevention

Additional information follows

**SECTION I – AWARD DATA – 1U2GGH000251-01**

**Award Calculation (U.S. Dollars)**

Salaries and Wages \$152,597  
 Fringe Benefits \$49,969  
 Personnel Costs (Subtotal) \$202,566  
 Supplies \$11,664  
 Consortium/Contractual Cost \$414,396  
 Consulting Costs \$22,966  
 Travel Costs \$74,862  
 Other \$67,879

Federal Direct Costs \$794,333  
 Federal F&A Costs \$115,932  
 Approved Budget \$910,265  
 Federal Share \$910,265  
**TOTAL FEDERAL AWARD AMOUNT \$910,265**

**AMOUNT OF THIS ACTION (FEDERAL SHARE) \$910,265**

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

02 \$910,265  
 03 \$910,265  
 04 \$910,265  
 05 \$910,265

**Fiscal Information:**

CFDA Number: 93.067  
 EIN: 1946036493A6  
 Document Number: UGH000251A

IC	CAN	2011	2012	2013	2014	2015
GH	939ZLNY	\$910,265	\$910,265	\$910,265	\$910,265	\$910,265

SUMMARY TOTALS FOR ALL YEARS		
YR	THIS AWARD	CUMULATIVE TOTALS
1	\$910,265	\$910,265
2	\$910,265	\$910,265
3	\$910,265	\$910,265
4	\$910,265	\$910,265
5	\$910,265	\$910,265

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

**CDC Administrative Data:**  
 PCC: / OC: 4141

**SECTION II – PAYMENT/HOTLINE INFORMATION – 1U2GGH000251-01**

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

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

choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

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**SECTION III – TERMS AND CONDITIONS – 1U2GGH000251-01**

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

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:  
Additional Costs**

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**SECTION IV – GH Special Terms and Conditions – 1U2GGH000251-01**

Funding Opportunity Announcement (FOA) Number: GH11-1151  
Award Number: GH000251-01  
Approval List Number: I0786K11

**TERMS AND CONDITIONS OF THIS AWARD**

**NOTE 1. INCORPORATION:** Funding Opportunity Announcement Number GH11-1151 entitled, HIV Prevention Services for High Risk Underserved Populations under the President's Emergency Plan for AIDS Relief (PEPFAR), and application dated 04/19/2011, as amended, is made a part of this New Non-Research award by reference.

**NOTE 2. APPROVED FUNDING:** Funding in the amount of \$910,265 is approved for the Year 01 budget period, which is 09/30/2011 through 09/29/2012. All funding for future years will be based on satisfactory programmatic progress and the availability of funds.

This action awards funds in the amount of \$910,265 for budget period 01 from September 30, 2011 - September 29, 2012. The project period ends September 29, 2016. The award has been funded for the total approved amount for this budget period.

**NOTE 3. INDIRECT COSTS:** Indirect costs are approved based on the Indirect Cost Rate Agreement dated 08/10/2010, which calculates indirect costs as follows, a Provisional rate is approved at a rate of 22.85% of the base, which includes total direct costs excluding donations. The effective dates of this indirect cost rate are from 10/01/09 until amended.

**NOTE 4. HUMAN SUBJECTS RESTRICTIONS:** Funds in the amount of \$58,828 is restricted from the "Travel" for program evaluation, surveys, lab testing, evaluation and assessments activities.

The restrictions are imposed until the protocols and supporting documentation for the proposed activities or clarifications regarding these activities are submitted to CDC Atlanta for review and/or determination. If CDC approvals/determinations or IRB exempt status have already been obtained by the grantee, copies of these documents should be submitted.

Data collection activities, evaluations or assessments, data collection activities or examination of patient records done for the purpose of research, evaluation or surveillance using U.S. Government funds will require protocol submission, review and approval or determination from CDC/Atlanta prior to implementation. Any local IRB approvals, IRB-exempt determinations or Institutional non-research determinations already obtained that relate to project activities should be submitted to CDC GAP/Atlanta.

Grantee is required to submit responses to these restrictions within 30 days of receiving the Notice of Award. Failure to respond timely could result in the disapproval of funds or future funds.

Funds for these activities should not be drawn down until approval is received and the restrictions are lifted.

**NOTE 5. RENT OR SPACE COSTS:** Recipients are responsible for ensuring that all costs included in this proposal to establish billing or final indirect cost rates are allowable in accordance with the requirements of the Federal award(s) to which they apply and 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87). The recipient also has a responsibility to ensure sub-recipients expend funds in compliance with federal laws and regulations. Furthermore, it is the responsibility of the recipient to ensure rent is a legitimate direct cost line item which the recipient has supported in current and/or prior projects and these same costs have been treated as indirect costs that have not been claimed as direct costs. If rent is claimed as direct cost, the recipient must provide a narrative justification which describes their prescribed policy to include the effective date to the assigned Grants Management Specialist noted in Section IV, Staff Contacts.

#### **NOTE 6. REPORTING REQUIREMENTS**

##### **CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS:**

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

Additionally, all applicant organizations must register in the Central Contractor Registry (CCR) and maintain the registration with current information at all times during which it has an application under consideration for funding by CDC and, if an award is made, until a final financial report is submitted or the final payment is received, whichever is later. CCR is the primary registrant database for the Federal government and is the repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR internet site at [www.ccr.gov](http://www.ccr.gov). If an award is granted, the grantee organization must notify potential sub-recipients that no organization may receive a subaward under the grant unless the organization has provided its DUNS number to the grantee organization.

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

FISMA applies to CDC grantees only when grantees collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, the grantee retains the original data and intellectual property, and is responsible for the security of this data, subject to all applicable laws protecting security, privacy, and research. If and when information collected by a grantee is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, please review the following website:  
[http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=107\\_cong\\_public\\_laws&docid=f:publ347.107.pdf](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=107_cong_public_laws&docid=f:publ347.107.pdf)

**FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY (FFATA):** In accordance with 2 CFR Chapter 1, Part 170 REPORTING SUB-AWARD AND EXECUTIVE COMPENSATION INFORMATION, Prime Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant equal to or greater than \$25,000.



A. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph D, of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph E. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph A.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010).

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

B. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

i. The total Federal funding authorized to date under this award is \$25,000 or more;

ii. In the preceding fiscal year, you received-

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

(b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

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

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

i. As part of your registration profile at <http://www.ccr.gov>.

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

C. Reporting of Total Compensation of Subrecipient Executives.

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

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

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

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

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

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

i. To the recipient.

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

D. Exemptions

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

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.  
E. Definitions. For purposes of this award term:

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

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

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

3. Subaward:

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

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

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

4. Subrecipient means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

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

i. Salary and bonus.

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

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

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

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

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

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

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

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

**NOTE 7. ANNUAL FINANCIAL STATUS REPORT (FSR, SF 269 or SF 269A)/FEDERAL FINANCIAL REPORT (FFR):** Disclaimer: As of February 2011, existing Financial Status Report (FSR) requirements will soon be replaced with the new Federal Financial Reporting (FFR) requirements. However, until informed FSR requirements will remain in effect.

a) ANNUAL FINANCIAL STATUS REPORT:

The Annual Financial Status Report (FSR) is required and must be submitted 90 days after the end of each budget period. The FSR for this budget period is due to the Grants Management Specialist by 12/31/2012. Reporting timeframe is September 30, 2011 through September 29, 2012. The FSR should only include those funds authorized and disbursed during the timeframe covered by the report. If the FSR is not finalized by the due date, an interim FSR must be submitted, marked "NOT FINAL," and an amount of un-liquidated obligations should be annotated to reflect unpaid expenses. Electronic versions of the form can be downloaded into Adobe Acrobat and completed on-line by reviewing, <http://www.whitehouse.gov/omb/grants/sf269a.pdf> (short form) or <http://www.whitehouse.gov/omb/grants/sf269.pdf> (long form).

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

ANNUAL FINANCIAL STATUS REPORT (FSR, SF 269 or SF 269A)/FEDERAL FINANCIAL REPORT (FFR):

b) PROGRESS REPORTING:

SEMI-ANNUAL PROGRESS REPORTING

Semi-annual progress reports are a requirement of this program.

i. The Interim Progress Report (IPR) will serve as the non-competing continuation application. IPR reporting timeframe is 09/30/2011 - 03/31/2012. A due date and specific IPR guidance will be provided at a later date.

The report must contain the following:

- Status/Progress of Current Budget Period Goals and Objectives
- Also include key organizational changes, key staff changes, and an implementation plan for each activity.
- Current Budget Period Financial Progress and amount of estimated unobligated balances
- New Budget Period Program Proposed Activity Objectives and timelines
- Ensure Objectives are specific, measurable, appropriate, realistic, and time-phased.
- Measures of Effectiveness.
- Additional requested information.
- Detailed Line-Item Budget and Justification.
- Use the SF424 forms: [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html)
- For the Budget details and justification follow the Budget Guidelines at: <http://www.cdc.gov/od/pgofunding/grantmain.htm>

ii. The Annual Progress Report (APR) will be due 90 days following the end of the budget period 12/31/2012. APR programmatic guidance will be provided at a later date. Reporting timeframe is 09/30/2011 - 09/29/2012.

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

iii. The Final Progress Report is required no later than 90 days after the end of the project period. All manuscripts published as a result of the work supported in part or whole by the cooperative agreement will be submitted with the progress reports.

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

NOTE 8. SUMMARY STATEMENT RESPONSE REQUIREMENT: The objective review summary comments on the strengths and weaknesses of the proposal are provided as part of this award. A response to the weaknesses in these statements must be submitted to and

approved, in writing, by the Grants Management Specialist as noted in the CDC Contact section of this Notice of Award, not later than 10/31/2011. Should these terms not be satisfactorily adhered to, it may result in denial of your authority to expend additional funds.

**NOTE 9. AUDIT REQUIREMENT:** Foreign recipients are subject to audit requirements specified in 45 CFR 74.26(d). A non-Federal audit is required, if during the recipients fiscal year, the recipient expended a total of \$500,000.00 or more under one or more HHS awards (as a direct recipient and/or as a subrecipient). The recipient either may have (1) A financial related audit (as defined in the Government Auditing Standards, GPO stock#020-000-00-265-4) of a particular award in accordance with Government Accounting Standards, in those cases where the recipient receives awards under only one HHS program; or, if awards are received under multiple HHS programs, a financial related audit of all HHS awards in accordance with Government Auditing Standards; or (2) An audit that meets the requirements contained in OMB Circular A-133. Please forward a completed audit to the following address:

Department of Health & Human Services  
National External Audit Review Center  
Lucas Place, Room 514  
323 West 8th Street  
Kansas City, MO 64105

A copy of the audit must also be sent to the Grants Management Specialist identified in the contact section via email or mail to:

The Centers for Disease Control and Prevention  
2920 Brandywine Road  
MS K-75  
Atlanta, Ga 30341

The recipient fiscal year is July 1, 2010 - June 30, 2011. The report due date is the earlier of 30 days after receipt of the audit report or nine months after the end of the audit period; thus establishing a due date of March 30, 2013.

**NOTE 10. ASSISTANCE AWARD CLOSEOUT REQUIREMENTS:** Award recipient shall submit within 90 days after the last day of the final budget period the following final reports and other programmatic reports as required by the terms and conditions of the assistance award. Reporting timeframe is 09/30/2011 through 09/29/2012.

**FINAL PROGRESS REPORT (FSR) (SF 269)** is due 90 days after the end of the project period. An original and two copies are required. At a minimum it should include the following:

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

An original and two copies are required. The FSR/FFR should only include those funds authorized and actually expended during the timeframe covered by the report. Handwritten forms will not be accepted. Electronic versions of the form can be downloaded into Adobe Acrobat and completed on-line by visiting: <http://www.whitehouse.gov/omb/grants/sf269a.pdf>. This report must indicate the exact balance of unobligated funds and may not reflect any unliquidated obligations. Should the amount not match with the final expenditures reported to the Health and Human Services Payment Management System (PMS), you will be required to update your reports to PMS accordingly. Remaining unobligated funds will be deobligated and returned to the U.S. Treasury.

**EQUIPMENT INVENTORY REPORT** is due 90 days after the end of the budget period. An original and two copies of a complete inventory must be submitted for all major equipment acquired or furnished under this project with a unit acquisition cost of \$5,000 or more. The inventory list must include the description of the item, manufacturer serial and/or identification number, acquisition date and cost, percentage of Federal funds used in the acquisition of the item. You should also identify each item of equipment that you wish to retain for continued use in accordance with 45 CFR 74.37 or 45 CFR 92.60 for State and Local Governments. These requirements do apply to equipment purchased with non-federal funds for this program. The awarding agency may exercise its rights to require the transfer of equipment purchased under the assistance award referenced in the cover letter (45 CFR 74.34 or 45 CFR 92.32) for State and

Local Governments. We will notify you if transfer to title will be required and provide disposition instruction on all major equipment. Equipment with a unit acquisition cost of less than \$5,000 that is no longer to be used in projects or programs currently or previously sponsored by the Federal Government may be retained, sold, or otherwise disposed of, with no further obligation to the Federal Government. If no equipment was acquired under this award, a negative report is required.

FINAL INVENTION STATEMENT is due 90 days after the end of the budget period. An original and two copies of a Final Invention Statement are required. Electronic versions of the form can be downloaded by visiting <http://www.hhs.gov/forms/hhs568.pdf>. If no inventions were conceived under this assistance award, a negative report is required. This statement may be included in a cover letter.

If the final reports (Final Financial Status Report/Federal Financial Report and Final Progress Report) cannot be submitted within 90 days after the end of the project period, you must submit a letter requesting an extension that includes the reason(s) for the delay and state the expected date which the Procurement and Grants Office will receive the reports. All required documents may be mailed to the Grants contact as provided below in Section IV, Staff Contacts.

Disclaimer: Ensure all financial information is submitted for the last year of the budget period.

**NOTE 11. SUBGRANT/SUBRECIPIENT AWARDS:** Seed Grants/Sub-Grants are not authorized under this program or included in Program authorizing legislature. As a result, the recipient is not permitted to fund seed grants or sub-grants. Recipient must issue proposed funding as a procurement requirement per the organization's established procedures.

**NOTE 12. TRAVEL COST:** In accordance with Health and Human Services (HHS) Grants Policy Statement, travel is only allowable for personnel directly charged and approved on the grant/cooperative agreement. There must be a direct benefit imparted on behalf of the traveler as it applies to the approved activities of the Notice of Award. To prevent disallowance of cost, Recipient is responsible for ensuring that only allowable travel reimbursements are applied in accordance with their organization's established travel policies and procedures.

**NOTE 13. FOOD AND MEALS:** Costs associated with food or meals are NOT permitted unless included with per diem as a part of official travel.

**NOTE 14. PRIOR APPROVAL:** All requests, which require prior approval, must bear the signature of an authorized official of the business office of the grantee organization as well as the principal investigator or program or project director named on this notice of award. The request must be postmarked no later than 120 days prior to the end date of the current budget period and submitted with an original plus two copies. Any requests received that reflect only one signature will be returned to the grantee unprocessed. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

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

**NOTE 15. CORRESPONDENCE:** ALL correspondence (including emails and faxes) regarding this award must be dated, identified with the AWARD NUMBER, and include a point of contact (name, phone, fax, and email). All correspondence should be addressed to the Grants Management Specialist listed below and submitted with an original plus two copies.

Dionne Bounds, Grants Management Specialist or Grants Management Officer  
Centers for Disease Control, PGO, Branch VII  
2920 Brandywine Road, Mail Stop K-75  
Atlanta, GA 30341-4146  
Telephone: (770) 488-2082  
Fax: (770) 488-2688  
Email: [vhv5@cdc.gov](mailto:vhv5@cdc.gov)

**NOTE 16. INVENTIONS:** Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR 401.14.

**NOTE 17. PUBLICATIONS:** Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

This publication (journal article, etc.) was supported by the Cooperative Agreement Number above from The Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention.

**NOTE 18. CANCEL YEAR.** 31 U.S.C. 1552(a) Procedure for Appropriation Accounts Available for Definite Periods states the following, On September 30th of the 5th fiscal year after the period of availability for obligation of a fixed year appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose. An example is provided below:

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

**NOTE 19. CONFERENCE DISCLAIMER AND USE OF LOGOS:**

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

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

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

**NOTE 20. EQUIPMENT AND PRODUCTS:** To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy.

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

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

ii. 45 CFR Parts 92.31 and 92.32 provides the uniform administrative requirements for grants and cooperative agreements to state, local and tribal governments. For additional information, please review the following website listed:  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_03/45cfr92\\_03.html](http://www.access.gpo.gov/nara/cfr/waisidx_03/45cfr92_03.html)

**NOTE 21. PROGRAM INCOME:** Any program income generated under this cooperative agreement will be used in accordance with the additional cost alternative. The disposition of program income must have written prior approval from the Grants Management Officer.

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

**NOTE 22. KEY PERSONNEL:** In accordance with 45 CFR 74.25(c)(2) & (3) CDC recipients shall obtain prior approvals from CDC for (1) change in the project director or principal investigator or other key persons specified in the application or award document, and (2) the absence for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

**NOTE 23. TRAFFICKING IN PERSONS:** This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award terms and conditions, please review the following website:  
[http://www.cdc.gov/od/pgo/funding/grants/Award\\_Term\\_and\\_Condition\\_for\\_Trafficking\\_in\\_Persons.shtml](http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_for_Trafficking_in_Persons.shtml).

**NOTE 24. ACKNOWLEDGMENT OF FEDERAL SUPPORT:** When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

**NOTE 25. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):** Pursuant to the Standards for Privacy of Individually Identifiable Health Information promulgated under the Health Insurance Portability and Accountability Act (HIPAA)(45 CFR Parts 160 and 164) covered entities may disclose protected health information to public health authorities authorized by law to collect or received such information for the purpose of preventing or controlling disease, injury, or disability, including, but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions. The definition of a public health authority includes a person or entity acting under a grant of authority from or contract with such public agency. Through this agreement, the [insert recipient Name] is acting under a grant of authority from CDC to carry out [insert: Name of project/activity] which is authorized by [insert: Statutory authority from Public Health Service Act, Comprehensive Environmental Response, Compensation, and Liability Act, or other legislation (this information should be provided by the awarding program)]. The CDC grants this authority to [insert: partner name] for purposes of this project. Further, CDC considers this to be [insert: type of public health activity, i.e. disease/injury reporting, vital events, surveillance, investigations, intervention, registry] for which disclosure of protected health information by covered entities is authorized by section 164.512(b).

**NOTE 26. COST RECOVERY CONDITIONS:** The Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, by the Superfund Amendments and Reauthorization Act of 1986 (SARA), provides for the recovery of costs incurred at each Superfund site from potential responsible parties. The recipient agrees to maintain an accounting system that will keep an accurate, complete and current accounting of all financial transactions on a site specific basis, i.e., individual, time, travel, and associated costs including indirect costs, as appropriate for the site. The recipient will retain the documents and records to support these financial transactions, for possible use in a cost recovery case, for a minimum of ten (10) years after submission of a Financial Status Report (FSR)/Federal Financial Report (FFR), unless there is a litigation claim, negotiation, audit or other action involving the specific site, then the records will be maintained until resolution of all issues on the specific site.

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

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

**NOTE 27. THIRD PARTY AGREEMENTS - ATSDR:** Applicant must justify the need to use a contractor. If contractors are proposed, the following must be provided: (1) name of contractor, (2) method of selection, (3) period of performance, (4) detailed budget, (5) justification for use of contractor, and (6) assurance of non-conflict of interest.

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

The written agreement shall, at a minimum:

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

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

**NOTE 28. PAYMENT INFORMATION:** Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS will forward instructions for obtaining payments.

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

Director, Division of Payment Management, OS/ASAM/PSC/FMS/DPM  
P.O. Box 6021  
Rockville, MD 20852

Phone Number: (877) 614-5533  
Email: [PMSSupport@psc.gov](mailto:PMSSupport@psc.gov)  
Website: [http://www.dpm.psc.gov/grant\\_recipient/shortcuts/shortcuts.aspx?explorer.event=true](http://www.dpm.psc.gov/grant_recipient/shortcuts/shortcuts.aspx?explorer.event=true)

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

University and Non-Profit Payment Branch:  
[http://www.dpm.psc.gov/contacts/dpm\\_contact\\_list/univ\\_nonprofit.aspx?explorer.event=true](http://www.dpm.psc.gov/contacts/dpm_contact_list/univ_nonprofit.aspx?explorer.event=true)



Governmental and Tribal Payment Branch:  
[http://www.dpm.psc.gov/contacts/dpm\\_contact\\_list/gov\\_tribal.aspx?explorer.event=true](http://www.dpm.psc.gov/contacts/dpm_contact_list/gov_tribal.aspx?explorer.event=true)

Cross Servicing Payment Branch:  
[http://www.dpm.psc.gov/contacts/dpm\\_contact\\_list/cross\\_servicing.aspx](http://www.dpm.psc.gov/contacts/dpm_contact_list/cross_servicing.aspx)

International Payment Branch:  
Bhavin Patel (301) 443-9188  
Note: Mr. Patel is the only staff person designated to handle all of CDC's international cooperative agreements.

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

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

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

**NOTE 29. ACCEPTANCE OF THE TERMS OF AN AWARD:** By drawing or otherwise obtaining funds from the grant payment system, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer.

**NOTE 30. CERTIFICATION STATEMENT:** By drawing down funds, Awardee certifies that proper financial management controls and accounting systems to include personnel policies and procedures have been established to adequately administer Federal awards and funds drawn down are being used in accordance with applicable Federal cost principles, regulations and Budget and Congressional intent of the President.

**NOTE 31. ADDITIONAL REQUIREMENTS:** The Additional Requirements that apply to this grant or cooperative agreement are indicated below. The full text of the Additional Requirements may be found on the CDC web site at: [http://www.cdc.gov/od/pgo/funding/grants/additional\\_req.shm](http://www.cdc.gov/od/pgo/funding/grants/additional_req.shm).

AR-4: HIV/AIDS Confidentiality Provisions  
AR-6: Patient Care  
AR-8: Public Health System Reporting Requirements  
AR-9: Paperwork Reduction Act Requirements  
AR-10: Smoke-Free Workplace Requirements  
AR-12: Lobbying Restrictions  
AR-14: Accounting System Requirements  
AR-15: Proof of Non-profit Status  
AR-21: Small, Minority, And Women-owned Business  
AR-23: Compliance with 45 C.F.R. Part 87  
AR-24: Health Insurance Portability and Accountability Act Requirements  
AR-25: Release and Sharing of Data  
AR-27: Conference Disclaimer and Use of Logos  
AR-29: Compliance with EO13513, "Federal Leadership on Reducing Text Messaging while Driving," October 1, 2009

**NOTE 32. CDC CONTACTS:**

**Business and Grants Policy Contact**

Diorine Bounds, Grants Management Specialist  
Centers for Disease Control, PGO, Branch VII  
2920 Brandywine Road, Mail Stop K-75  
Atlanta, GA 30341-4146  
Telephone: (770) 488-2082  
Fax: (770) 488-2688

Email: vhw5@cdc.gov

Programmatic and Technical Contact

Dr. Carlos Toledo, Project Officer  
Centers for Disease Control and Prevention  
CDC-South Africa  
P.O. Box 9536  
Pretoria, 0001 South Africa  
Telephone: 27 12 424 9000  
Fax: 27 82 850 7324  
E-mail Address: ToledoC@sa.cdc.gov

**STAFF CONTACTS**

**Grants Management Specialist:** Dionne Bounds

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

**SPREADSHEET SUMMARY**

**GRANT NUMBER:** 1U2GGH000251-01

**INSTITUTION:** UNIVERSITY OF CALIFORNIA SAN FRANCISCO

Budget	Year 1	Year 2	Year 3	Year 4	Year 5
Salaries and Wages	\$152,597				
Fringe Benefits	\$49,969				
Personnel Costs (Subtotal)	\$202,566				
Supplies	\$11,664				
Consortium/Contractual Cost	\$414,396				
Consulting Costs	\$22,968				
Travel Costs	\$74,862				
Other	\$67,879				
Totals		\$910,265	\$910,265	\$910,265	\$910,265
TOTAL FEDERAL DC	\$794,333	\$910,265	\$910,265	\$910,265	\$910,265
TOTAL FEDERAL F&A	\$115,932				
TOTAL COST	\$910,265	\$910,265	\$910,265	\$910,265	\$910,265