

File No. 110886

Committee Item No. _____

Board Item No. 56

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Board of Supervisors Meeting
Cmte Board

Date: August 2, 2011

- | | | |
|--------------------------|-------------------------------------|--|
| <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"/> | | 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 type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

Completed by: Annette Lonich

Date: July 27, 2011

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

INTRODUCTION FORM

By a member of the Board of Supervisors or the Mayor

Time Stamp or
Meeting Date

I hereby submit the following item for introduction:

- 1. For reference to Committee:
An Ordinance, Resolution, Motion, or Charter Amendment
- 2. Request for next printed agenda Without Reference to Committee
- 3. Request for Committee Hearing on a subject matter
- 4. Request for letter beginning "Supervisor _____ inquires..."
- 5. City Attorney request
- 6. Call matter from Committee (File Number: _____)
- 7. Budget Analyst request (attach written Motion)
- 8. Substitute Legislation (File Number: _____)
- 9. Request for Closed Session
- 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
- Ethics Commission
- Building Inspection Commission
- Youth Commission
- Planning Commission

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

Sponsor(s): Supervisor Scott Wiener

Subject: Grant Accept and Expend Federal Pass-through Private Grant -Improving Blood Safety and HIV Testing in Brazil- \$42,580

The text is listed below or attached:

Resolution authorizing the San Francisco Department of Public Health (DPH) to accept and expend retroactively a grant in the amount of \$42,580 from the Blood Systems, Inc., to participate in a program entitled "Improving Blood Safety and HIV Testing in Brazil: A Randomized Controlled Trial;" for the period of April 12, 2011 through March 31, 2012.

Signature of Sponsoring Supervisor: _____

For Clerk's Use Only:

1 [Accept and Expend Grant - Improving Blood Safety and HIV Testing - \$42,580]

2
3 **Resolution authorizing the San Francisco Department of Public Health to retroactively**
4 **accept and expend a grant in the amount of \$42,580 from the Blood Systems, Inc., to**
5 **participate in a program entitled “Improving Blood Safety and HIV Testing in Brazil: A**
6 **Randomized Controlled Trial;” for the period of April 12, 2011 through March 31, 2012.**

7
8 WHEREAS, Blood Systems Inc. is the recipient of a grant award from the National
9 Institutes of Health (NIH) supporting the Improving Blood Safety and HIV Testing in Brazil: A
10 Randomized Controlled Trial; and,

11 WHEREAS, With a portion of these funds, Blood Systems Inc. has subcontracted with
12 DPH in the amount of \$42,580 for the period of April 12, 2011 through March 31, 2012; and,

13 WHEREAS, As a condition of receiving the grant funds, Blood Systems, Inc. requires
14 the City to enter into an agreement (the “Agreement”), a copy of which is on file with the Clerk
15 of the Board of Supervisors in File No. 110886; which is hereby declared to be a
16 part of this resolution as if set forth fully herein; and,

17 WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH
18 for one existing position, one Senior Physician Specialist (Job Class 2232) at .15 FTE, for the
19 period of April 12, 2011 through March 31, 2012; and,

20 WHEREAS, A request for retroactive approval is being sought because DPH did not
21 receive notification of the contract until June 14, 2011 for a project start date of April 12, 2011;
22 and,

23 WHEREAS, The budget includes a provision for indirect costs in the amount of \$6,602;
24 now, therefore, be it

FILE NO.

RESOLUTION NO.

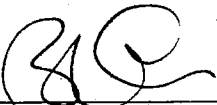
1 WHEREAS, The budget includes a provision for indirect costs in the amount of \$6,602;
2 now, therefore, be it

3 RESOLVED, That DPH is hereby authorized to accept and expend a grant retroactively
4 in the amount of \$42,580 from Blood Systems Inc.; and, be it

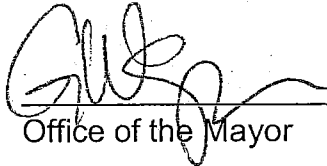
5 FURTHER RESOLVED, That DPH is hereby authorized to retroactively accept and
6 expend the grant funds pursuant to San Francisco Administrative Code section 10.170-1; and,
7 be it

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

10
11 RECOMMENDED:

12 
13 _____
14 Barbara Garcia, MPA
15 Director of Health

APPROVED:

16 
17 _____
18 Office of the Mayor

19 
20 _____
21 Office of the Controller



Edwin Lee
Mayor

Barbara Garcia, MPA
Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Barbara Garcia, MPA
Director of Health
DATE: July 8, 2011
SUBJECT: Grant Accept and Expend
GRANT TITLE: Improving Blood Safety and HIV Testing in Brazil: A
Randomized Controlled Trial- \$42,580

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: Improving blood safety and HIV testing in Brazil: a randomized controlled trial
2. Department: Department of Public Health
AIDS Office
HIV Epidemiology Section
3. Contact Person: Henry Fisher Raymond Telephone: 554-9093
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$42,580
- 6a. Matching Funds Required: \$0
b. Source(s) of matching funds (if applicable):
- 7a. Grant Source Agency: National Institutes of Health (NIH)
b. Grant Pass-Through Agency (if applicable): Blood Systems, Inc.
8. Proposed Grant Project Summary: To develop and review the research approach, and mentoring and monitoring the study protocol for randomized controlled trial (RCT) for HIV test-seeking blood donors in Sao Paulo.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: 04/12/2011 End-Date: 03/31/2012
- 10a. Amount budgeted for contractual services: No
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? \$6,602
b2. How was the amount calculated? 24.04% of total salaries
c. If no, why are indirect costs not included?
 Not allowed by granting agency To maximize use of grant funds on direct services
 Other (please explain):
c2. If no indirect costs are included, what would have been the indirect costs?

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

Improving Blood Safety and HIV Testing in Brazil: A Randomized Controlled Trial

BUDGET JUSTIFICATION

Year 1: April 12, 2011- March 31, 2012

A.	PERSONNEL	
B.	MANDATORY FRINGE	
1.	0.15 2232 – Sr. Physician Specialist: Willi McFarland	
	Annual Salary \$183,092 x 0.15 FTE for 12 months = \$27,464	
	Mandatory Fringe Benefits (@ 31%) = \$8,514	\$35,978

Dr. McFarland will participate in developing research approach, reviewing the research approach, mentoring and monitoring the study protocol. Once the study is completed, the database will be sent to Dr. McFarland office and he will participate in the data analysis, and development of manuscripts and oral communications.

	Total Salaries	\$27,464
	Total Fringe	\$8,514
	TOTAL PERSONNEL:	\$35,978
C.	TRAVEL	\$0
D.	EQUIPMENT	\$0
E.	SUPPLIES	\$0
F.	CONTRACTUAL	\$0
G.	OTHER	\$0
	TOTAL DIRECT COSTS	\$35,978
H.	INDIRECT COSTS (24.04% of total salaries)	\$6,602
	TOTAL BUDGET YEAR 1:	\$42,580

Dept / Div: HPH-03
 Fund Group: 2S/CHS/GNC
 Index Code: HCHPDHIVSVGR
 Grant Code: HCA043
 Grant Detail: 1100

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
 AIDS Office - HIV/AIDS Statistic and Epidemiology Section
 Improving blood safety and HIV testing in Brazil: a randomized controlled trial
 April 12, 2011 - March 31, 2012

CATEGORY/LINE ITEM	Annual Salary	31.00% Annual Frin Ben	Total Annual Salary/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	Comments
A. PERSONNEL											
1. Senior Physician Specialist 2232 7 W McFarland	183,092	56,759	239,851	15.00%	0.15	15,258	12.00	27,464	8,514	35,978	
2. COLA 4%	0	0	0	0%	0.00	0	0	0	0	0	
3. STEP Increases 5%	0	0	0	0%	0.00	0	0	0	0	0	
TOTAL SALARYFRINGE	183,092	56,759	239,851		0.15			27,464	8,514	35,978	

00101 SALARIES
 00103 FRING BN
 SUB TOTAL

27,464
 8,514
 35,978

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
 AIDS Office - HIV/AIDS Statistic and Epidemiology Section
 Improving blood safety and HIV testing in Brazil: a randomized controlled trial
 April 12, 2011 - March 31, 2012

Dept / Div: HPH-03
 Fund Group: 2S/CHS/GNC
 Index Code: HCHPDH/VSGR
 Grant Code: HCAO43
 Grant Detail: 1100

CATEGORY/LINE ITEM	Annual Salary	Annual Frln Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frln Ben Budget	Total Budget	Comments
C. TRAVEL										
1. Local Travel (02301)		31.00%							0	
2. Out-of-Jurisdiction Travel(02101)									0	
Sub Total TRAVEL									0	
D. EQUIPMENT										
1. Computers (06061)									0	
Sub Total EQUIPMENT									0	
E. MATERIALS AND SUPPLIES										
1. Office supplies (04951)									0	
Sub Total SUPPLIES									0	
F. CONTRACTUAL SERVICES (02789)										
1. Contracts									0	
Sub Total CONTRACTS									0	
G. OTHER										
1. Rent support/mig fac (03011)									0	
2. Telephone/Com (03241)									0	
3. Postage (03561)									0	
4. Delivery/Counter svc (03521)									0	
5. Reproduction/Photocopy									0	
a. Photocopier leasing (03131)									0	
b. Photocopier maint (02931)									0	
c. Repro svc (In House)(03551)									0	
6. Print/Slide svc (Outside)(03552)									0	
7. Subscriptions (03571)									0	
8. Staff training (02201)									0	
9. Interpretation (03599)									0	
10. Membership (02401)									0	
11. MIS Services (ACE)(02789)									0	
12. Computer Maint., etc., (02931)									0	
13. SAS Licensing Fees (05221)									0	
14. NDI Match (03599)									0	
15. Refreshments for Community Meetings (04699)									0	
Sub Total OTHER									0	
TOTAL DIRECT COST									35,978	

Dept / Div: HPH-03
 Fund Group: 2S/CHS/GNC
 Index Code: HQHPDHVSVGR
 Grant Code: HCAO43
 Grant Detail: 1100

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
 AIDS Office - HIV/AIDS Statistic and Epidemiology Section
 Improving blood safety and HIV testing in Brazil: a randomized controlled trial
 April 12, 2011 - March 31, 2012

CATEGORY/LINE ITEM	Annual Salary	31.00% Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	Comments
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BUDGET SUMMARY

FTE = 0.15

A. SALARIES								27,464		27,464	
B. MANDATORY FRINGE								8,514		8,514	
C. TRAVEL								0		0	
D. EQUIPMENT								0		0	
E. MATERIALS AND SUPPLIES								0		0	
F. CONTRACT/MOU								0		0	
G. OTHER								0		0	
DIRECT COSTS								35,978		35,978	
H. INDIRECT COST (24.04% of salaries)								6,602		6,602	
TOTAL BUDGET								42,580		42,580	
AWARD								42,580		42,580	
SURPL/(DEFICIT)								0		0	

RESEARCH SUBAWARD AGREEMENT NO: 10849-DPH-01

BETWEEN

BLOOD SYSTEMS, INC.

AND

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

Prime Award Number 1R01HL108704

CFDA 93.839

This Agreement is made by and between Blood Systems, Inc. dba Blood Systems Research Institute (Prime Recipient), a nonprofit corporation and the San Francisco Department of Public Health (Subrecipient).

WHEREAS, Prime Recipient is the recipient of Prime Award No. 1R01HL108704 (Prime Agreement) from the National Heart, Lung and Blood Institute (NHLBI) at the National Institutes of Health (NIH), or "Prime Sponsor", based on the application submitted to and approved by Prime Sponsor for a project entitled "Improving blood safety and HIV testing in Brazil: a randomized controlled trial", and

WHEREAS, Prime Agreement provides authorization and funds for Subrecipient participation,

NOW, THEREFORE, Prime Recipient and Subrecipient mutually agree as follows:

1. **STATEMENT OF WORK.** Subrecipient shall carry out the objectives as defined in the attached Scope of Work, which is incorporated herein as **Exhibit A**.

Subrecipient will notify Prime Recipient in writing of any changes in the objectives or scope of research activities to be supported by this Agreement. Any substantial change in the objectives or scope of research activities to be supported by this Agreement requires the prior written approval of Prime Recipient. This includes changes in the phenomenon or phenomena under study and in the methodology or experiments if they are a specific objective of the research work as stated in Prime Recipient's application approved by the Prime Sponsor.

2. **PERIOD OF PERFORMANCE.** The period of performance shall be from 04/12/2011 through 03/31/2012.

It is anticipated that the period of performance hereunder may be extended to coincide with the Prime Recipient's period of support under the Prime Agreement. Such extensions are contingent upon satisfactory progress hereunder, submission of all reporting as documented herein, and upon the availability of continued funding under the Prime Agreement.

3. **GENERAL TERMS AND CONDITIONS.** Incorporated into this Agreement by reference, with the same force and effect as if set forth in full text, are all applicable provisions of the following:

- A. The Prime Agreement including all terms and conditions cited, incorporated herein as **Exhibit C**.
- B. 45 CFR Part 74 or 45 CFR Part 92, as applicable.
- C. Research Terms and Conditions found at <http://www.nsf.gov/bfa/dias/policy/rtc/appc.pdf> and Agency Specific Requirements found at http://www.nsf.gov/pubs/policydocs/rtc/nih_1210.pdf, **except for the following:**

- i. The right to initiate an automatic one-time extension of the end date provided by Article III.25.(c).(2) of the Research Terms and Conditions is replaced by the need to obtain prior written approval from the Prime Recipient;
 - ii. The right to carry over an unobligated balance into the next budget period is replaced by the need to obtain prior written approval from the Prime Recipient; and,
 - iii. The payment mechanism described in Article IX [Article III.D.51] and the financial reporting requirements in Article VIII [Article III.D.52] of the Research Terms and Conditions Agency-Specific Requirements are replaced with Article 5 below.

- D. NIH Grants Policy Statement (NIHGPS) including addenda in effect as of the beginning date of the budget period, http://grants.nih.gov/grants/policy/nihgps_2010/index.htm, and the Public Policy Requirements and Objectives incorporated within the NIHGPS as applicable to Subrecipient's Institution. By signature to this Agreement Subrecipient certifies that it has established such policies and procedures to meet the required assurance/certification of compliance. All other assurances/certifications that may be required under the terms of this Agreement will be provided by Subrecipient to Prime Recipient upon request.

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

- F. Conditions on activities and expenditure of funds in other statutory requirements, such as those included in appropriations acts (http://grants.nih.gov/grants/policy/appropriations_info.htm). This also includes any recent legislation, including but not limited to: 1) Effective October 1, 2010, Requirement for Central Contractor Registration and Universal Identifier (http://grants.nih.gov/grants/policy/award_central_contractors.doc), 2) Effective October 1, 2010: Requirement for Reporting Subawards and Executive Compensation on NIH Grants and Cooperative Agreements (http://grants.nih.gov/grants/policy/award_reporting_subawards.doc).

- 4. **TECHNICAL REPORTING.** The information from Subrecipient's technical reports shall be incorporated into reports that are to be submitted to the Prime Sponsor in accordance with the terms of the Prime Agreement. All Subrecipient reports pursuant to this article shall be submitted to:

Thelma T. Gonzalez, MD, PhD
 Staff Scientist
 Blood Systems Research Institute
 270 Masonic Avenue
 San Francisco, CA 94118
 (415) 749-6685
tgoncalez@bloodsystems.org

- A. **Technical Progress Report.** Subrecipient shall *if requested*, submit to Prime Recipient a technical progress report that meets the requirements in the PHS Application for Continuation (PHS 2590) 60 days prior to 3/31/2012 to be incorporated into the continuation application.

- B. **Final Technical Report.** A final technical report *if requested*, shall be submitted by Subrecipient to Prime Recipient within forty-five (45) days after the expiration or termination of this Agreement. The final technical report, comprehensively summarizing the research conducted hereunder, shall follow the PHS outline for technical progress reports.

5. ALLOWABLE COSTS, COMPENSATION, INVOICES, FISCAL REPORTING

- A. For the performance of work specified herein, Prime Recipient shall pay those expenses, direct and indirect, incurred by Subrecipient in accordance with the attached Detailed Budget, included as **Exhibit B**. The maximum allowable cost for reimbursement under this Agreement for the period 4/12/2011 through 3/31/2012 is Forty-two thousand five hundred eighty U.S. DOLLARS (\$42,580). This amount shall not be exceeded nor shall any portion be carried forward without written authorization of the Prime Recipient. Preaward costs are allowable consistent with the provisions of the NIH Grants Policy Statement incorporated herein by reference.
- B. The Subrecipient may rebudget between direct cost categories in accordance with expanded authorities of Public Health Service (PHS) Grants Policy Statement and the appropriate OMB Cost Principles. Direct costs may be rebudgeted to/from indirect costs without permission of the Prime Recipient as allowed under the OMB Cost Principles applicable to the Subrecipient's type of organization. Subrecipient shall notify Prime Recipient of any change in the indirect cost rate in advance of charging new rate.
- C. Payment shall be on a cost reimbursement basis. Prime Recipient shall reimburse Subrecipient monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs by category, Research Agreement number, and certification as to truth and accuracy of invoice. All costs incurred must have substantiating documentation, e.g., invoices, which shall be submitted as back up with the invoice. All costs incurred under this Agreement will be subject to audit as required under the NIH Grants Policy Statement (NIHGPS 10/1/2010) and all addenda. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against Subrecipient. Invoices and questions concerning invoice receipt or payment should be directed to:
- Abigail Schrock
Research Services Manager
Blood Systems Research Institute
270 Masonic Avenue
San Francisco, CA 94118
(415) 415-749-6606 x 536
aschrock@bloodsystems.org
- D. Invoices will be reviewed by the Prime Recipient. Reimbursement for undisputed expenses shall be made within thirty (30) days of receipt of invoice. Prime Recipient shall promptly notify Subrecipient of any disputed invoices.
- E. Subrecipient's final invoices, clearly marked FINAL, shall be submitted to Prime Recipient not later than sixty (60) days after expiration or termination of this Agreement. Carryforward across budget periods must be requested of the Prime Recipient (see Item 3.C.ii). If the FINAL invoice cannot be submitted within such 60-day period, Subrecipient shall notify Prime Recipient's Administrative Representative (see Article 6.D.) in writing within the 60-day period, indicating the reason for the delay; otherwise funds will not be available to Subrecipient.
- F. The allowability of costs chargeable to this Agreement shall be determined in accordance with the federal cost principles applicable to the Subrecipient's type of organization.
- G. In addition to the requirements for prior approval in 5.A. above, the Subrecipient shall obtain the prior written approval of Prime Recipient before taking any actions that requires prior approval from the Prime Sponsor, as outlined in the NIH Grants Policy Statement,

OMB Circular A-110 Uniform Administrative Requirements, and applicable Cost Principles.

6. KEY PERSONNEL

- A. All work under this Agreement shall be performed under the general guidance and technical direction of Prime Recipient's Principal Investigator, Thelma Gonzalez, MD, PhD
- B. Subrecipient's Principal Investigator, William McFarland, MD, PhD, shall be responsible to Subrecipient for the proper management and conduct of the research activities hereunder. Subrecipient's Principal Investigator may not be replaced without Prime Recipient's prior approval. In addition, any absence, replacement, or substantial reduction in effort of all key personnel requires written prior approval of Prime Recipient.
- C. All communications regarding the scientific and programmatic aspects of this Agreement shall be between Subrecipient's Principal Investigator and Prime Recipient's Principal Investigator.
- D. Prime Recipient's administrative representative, listed below, is responsible for matters of administration of this Agreement including, assistance in identification, and interpretation of relevant NIH policies and provisions.

JoAnn Yates
Director of Administrative Affairs
Blood Systems Research Institute
270 Masonic Avenue
San Francisco, CA 94115
(415) 901-0740
jyates@bloodsystems.org

- E. Subrecipient's administrative official, listed below, is responsible for the coordination of fiscal and administrative management aspects of this Agreement.
- F. Communications and inquiries regarding the fiscal and administrative aspects of this Agreement shall be between the individuals designated in D and E above.

7. INDEMNIFICATION AND WARRANTIES.

- A. Subrecipient shall defend, indemnify, and hold harmless Prime Recipient, its officers, employees, and agents from and against all losses and expenses (including cost of attorney's fees) by reason of liability imposed by law upon Prime Recipient for damages because of bodily injury, personal injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of the performance of this Agreement, provided such injuries to persons or damage to property are due or claimed to be due to the negligence of Subrecipient, its directors, officers, employees, and agents.
- B. Prime Recipient shall defend, indemnify, and hold harmless Subrecipient, its officers, employees, and agents from and against all losses and expenses (including cost of attorney's fees) by reason of liability imposed by law upon Subrecipient for damages because of bodily injury, personal injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of the performance of this Agreement, provided such injuries to persons or damage to property are due or claimed to be due to the negligence of Prime Recipient, its directors, officers, employees, and agents.

8. **PUBLICATIONS.** Subrecipient's Principal Investigator is encouraged to publish the results of research supported hereunder. All research reports and other publications relating to the work under this Agreement shall be submitted to Prime Recipient's Principal Investigator in the form of advance copies for review and comment prior to publication to ensure appropriate coordination of the research results.
- A. Each publication, press release or other document that cites results from NIH grant-supported research must include an acknowledgment of NIH grant support and disclaimer such as "The project described was supported by Award Number R01HL105770 from the National Heart, Lung, and Blood Institute. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Heart, Lung, and Blood Institute of the National Institutes of Health."
- B. In regards to publication results from research under this Agreement, Prime Recipient and Subrecipient recognize that:
- Neither the U.S. Government, the Prime Recipient, nor the Subrecipient, nor any of their employees, makes any warranty, expressed or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. References made to any specific commercial product, process, or service by its trade name, trademark, manufacturer, or otherwise, does not constitute or imply its endorsement, recommendation, or favor by the U.S. Government, the Prime Recipient or the Subrecipient.
- C. One (1) copy of manuscripts, reprints, and conference meeting materials pertaining to the activities supported by this Agreement shall be submitted by Subrecipient to Prime Recipient, to be appended when available or as part of the technical progress report, or the final technical report.

9. **INTELLECTUAL PROPERTY RIGHTS.** Intellectual property rights under the Prime Agreement are subject to the Bayh-Dole Act of 1980 (the "Act") and Federal Regulation 37 CFR Part 401. Federal Regulation 37 CFR Part 401.14 (Patent Rights) is hereby incorporated in this Agreement by reference and shall be binding on the Subrecipient as if fully set forth herein. For purposes of this Agreement, intellectual property rights shall include any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.

Subrecipient agrees that it shall retain title to inventions and discoveries of intellectual properties conceived or reduced to practice solely by Subrecipient in its performance of research under the Prime Agreement in accordance with the Act. Subrecipient shall disclose each subject invention to NIH and to the Prime Recipient as required by Federal Regulation 37 CFR Part 401.14. Inventions resulting from NIH funding under the Prime Agreement may not be assigned without written approval by the NIH in accordance with federal law.

Rights to inventions or discoveries of intellectual properties conceived or reduced to practice jointly shall be jointly owned by both parties hereunder. In that event, Subrecipient and Prime Recipient shall determine in mutual consultation and enter into a separate license agreement to address such matters as filing and prosecution of patent applications, administration of any patents that may issue on joint inventions, administration of license joint inventions, and any income derived therefrom. With respect to any inventions or discoveries, however, the Federal Government shall have a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world. In addition, Subrecipient shall comply with the patent policy of his/her institution and the requirements of applicable federal law and regulation. Each patent application filed in the United States or in foreign countries and each license agreement entered into concerning such invention, shall contain a statement that the invention was made through support from NIH.

Nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act, except as may be provided under federal law.

10. RECORDS AND AUDITS

- A. Subrecipient shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to support all direct and indirect costs of whatever nature reimbursed by funding from this Agreement for a period of three (3) years from the date of final payment. Records that are the subject matter of audits, appeals, litigation, or the settlement of claims arising out of the performance of this agreement shall be retained until such audits, appeals, litigations, or claims have been disposed of.
- B. Source data are to be retained by the Subrecipient for a period of 3 years following the submission of the final Financial Status Report (FSR), or the length of time stipulated by the primary contract, whichever is longer. In accordance with 45 CFR Part 164.105, covered entities must retain documentation of PHI for 6 years from the date of its creation or the date when it was last in effect, whichever is later.
- C. Subrecipient agrees to permit Federal Government, Prime Recipient and/or independent auditors reasonable access during normal business hours to its records and financial statements as necessary for Prime Recipient to comply with the requirements of OMB Circular A-133.
- D. Subrecipient acknowledges and agrees that, as part of Prime Recipient's implementation of OMB Circular A-133, Prime Recipient will monitor Subrecipient's performance under this Agreement and, in the event of incomplete performance, Prime Recipient may require Subrecipient to obtain, at Subrecipient's own expense, an independent audit of costs claimed under this Agreement.
- E. If any audit report reflects major shortcomings in Subrecipient's internal control systems, Prime Recipient 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 Prime Recipient is satisfied that necessary corrective action has been, or will be taken.

11. EQUIPMENT ACCOUNTABILITY AND DISPOSITION. Title to any equipment (as defined by OMB A-110) or supplies acquired by Subrecipient hereunder shall be determined at the time of termination of the entire project. Such equipment shall be governed by the applicable conditions set forth in the NIH Grants Policy Statement, OMB Circular A-110 and applicable cost principles. Upon expiration or termination of this Agreement, Subrecipient shall provide Prime Recipient a complete inventory of all equipment purchased, including the location and condition of each.

12. ASSIGNMENT. Subrecipient shall not assign or transfer any substantive effort of the research activities hereunder to another organization or person without the prior written consent of Prime Recipient.

13. ALTERATIONS AND AMENDMENTS. No alteration or amendment of this Agreement shall be valid unless made by an instrument in writing, signed by duly authorized representatives of Subrecipient and Prime Recipient. No such alteration or amendment shall be construed to alter or amend any provisions of this Agreement unless expressly so stated in such written instrument.

14. TERMINATION

- A. Either party may terminate this Agreement upon thirty (30) days written notification to the other. In the event of such termination, Subrecipient shall be entitled to reimbursement for

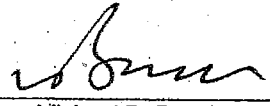
costs and noncancellable obligations incurred prior to the effective date of termination except, in no event, shall such reimbursement exceed the amount set forth in Article 5. The allowability of costs in the event of termination shall be determined in accordance with the provisions of the applicable cost principles and the NIH Grants Policy Statement.

- B. Within sixty (60) days after termination, Subrecipient shall submit a Final Invoice to Prime Recipient and Prime Recipient shall promptly make payment to Subrecipient of the amount due, in accordance with A. above.
15. **GRANT-RELATED INCOME.** Prime Recipient is accountable to Prime Sponsor for all grant-related income generated by the grant-supported activities. In accordance with applicable NIH policy, Prime Recipient and Subrecipient are responsible for maintaining records of the receipt and disposition of grant-related income in the same manner as required for the grant funds that give rise to the income. Unless otherwise requested by the Prime Agreement Notice of Award, program income will be used for costs over and above the costs supported by the granting agency.
16. **ADMINISTRATIVE/GOVERNMENT LAW.** This Agreement will be governed by applicable Federal and State of California Laws.
17. **ENTIRE AGREEMENT.** The terms and conditions contained herein and in the following attachments constitute the entire Agreement between Blood Systems Inc. dba Blood Systems Research Institute and the San Francisco Department of Public Health.
- Exhibit A Statement of Work
 - Exhibit B Detailed Budget
 - Exhibit C Prime Agreement

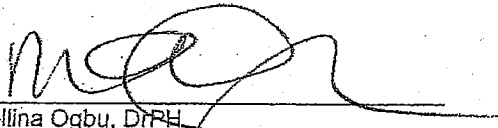
IN WITNESS WHEREOF, the parties have caused this contract to be effective 4/12/2011 with signatory approval of their duly authorized representatives.

Approved by:

BLOOD SYSTEMS INC. dba BLOOD SYSTEMS RESEARCH INSTITUTE

By: 
Name: Michael P. Busch, MD, PhD
Title: Senior Vice President, Research
Date: 6-13-11

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

By: 
Name: Marcellina Ogbu, DrPH
Title: Director of Community Programs
Date:

6/9/11

Exhibit A: Statement of Work

Dr. Willi McFarland will participate in developing and reviewing the research approach, and mentoring and monitoring the study protocol. He will participate in the data analysis, and development of manuscripts and oral communications.

RESEARCH & RELATED BUDGET - SECTION A & B, BUDGET PERIOD 1

* ORGANIZATIONAL DUNS: 1037173360000

* Budget Type: Project Subaward/Consortium

Enter name of Organization: San Francisco Dept of Public Health

* Start Date: 04-01-2011 * End Date: 03-31-2012 Budget Period: 1

Prefix	* First Name	Middle Name	* Last Name	Suffix	* Project Role	Base Salary (\$)	Cal. Months	Acad. Months	Sum. Months	* Requested Salary (\$)	* Fringe Benefits (\$)	* Funds Requested (\$)
1.	William		McFarland		PD/PI	183,092.00	1.80			27,464.00	8,514.00	35,978.00
Total Funds Requested for all Senior Key Persons in the attached file												
Additional Senior Key Persons:												
File Name: Mime Type: Total Senior/Key Person 35,978.00												

* Number of Personnel	* Project Role	Cal. Months	Acad. Months	Sum. Months	* Requested Salary (\$)	* Fringe Benefits (\$)	* Funds Requested (\$)
0	Total Number Other Personnel						
Total Other Personnel							
Total Salary, Wages and Fringe Benefits (A+B) 35,978.00							

RESEARCH & RELATED Budget (A-B) (Funds Requested)

RESEARCH & RELATED BUDGET - SECTION C, D, & E, BUDGET PERIOD 1

* ORGANIZATIONAL DUNS: 1037173360000

* Budget Type: Project Subaward/Consortium

Enter name of Organization: San Francisco Dept of Public Health

* Start Date: 04-01-2011

* End Date: 03-31-2012

Budget Period: 1

C. Equipment Description		
List items and dollar amount for each item exceeding \$5,000		
Equipment Item		* Funds Requested (\$)
Total funds requested for all equipment listed in the attached file		
		Total Equipment
Additional Equipment:	File Name:	Mime Type:

D. Travel	Funds Requested (\$)
1. Domestic Travel Costs (Incl. Canada, Mexico, and U.S. Possessions)	
2. Foreign Travel Costs	
	Total Travel Cost

E. Participant/Trainee Support Costs	Funds Requested (\$)
1. Tuition/Fees/Health Insurance	
2. Stipends	
3. Travel	
4. Subsistence	
5. Other:	
Number of Participants/Trainees	Total Participant/Trainee Support Costs

RESEARCH & RELATED Budget (C-E) (Funds Requested)

RESEARCH & RELATED BUDGET - SECTIONS F-K, BUDGET PERIOD 1

* ORGANIZATIONAL DUNS: 1037173360000

* Budget Type: Project Subaward/Consortium

Enter name of Organization: San Francisco Dept of Public Health

* Start Date: 04-01-2011

* End Date: 03-31-2012

Budget Period: 1

F. Other Direct Costs	Funds Requested (\$)
Total Other Direct Costs	

G. Direct Costs	Funds Requested (\$)
Total Direct Costs (A thru F)	35,978.00

H. Indirect Costs	Indirect Cost Type	Indirect Cost Rate (%)	Indirect Cost Base (\$)	* Funds Requested (\$)
1. total salaries		24.04	27,464.00	6,602.00
			Total Indirect Costs	6,602.00
Cognizant Federal Agency		None		
(Agency Name, POC Name, and POC Phone Number)				

I. Total Direct and Indirect Costs	Funds Requested (\$)
Total Direct and Indirect Institutional Costs (G + H)	42,580.00

J. Fee	Funds Requested (\$)
---------------	-----------------------------

K. * Budget Justification	File Name:	Mime Type: application/pdf
	1235-SFDPH_Budget_Justification_Final.pdf	
(Only attach one file.)		

RESEARCH & RELATED Budget (F-K) (Funds Requested)

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

Improving Blood Safety and HIV testing and Counseling

BUDGET JUSTIFICATION

Year 1: April 1, 2011- March 31, 2012

A.	PERSONNEL	
B.	MANDATORY FRINGE	
1.	0.15 2232 – Sr. Physician Specialist: Willi McFarland	
	Annual Salary \$183,092 x 0.15 FTE for 12 months = \$27,464	
	Mandatory Fringe Benefits (@ 31%) = \$8,514	\$35,978

Dr. McFarland will participate in developing research approach; reviewing the research approach, mentoring and monitoring the study protocol. Once the study is completed, the database will be sent to Dr. McFarland office and he will participate in the data analysis, and development of manuscripts and oral communications.

	Total Salaries	\$27,464
	Total Fringe	\$8,514
	TOTAL PERSONNEL:	\$35,978
C.	TRAVEL	\$0
D.	EQUIPMENT	\$0
E.	SUPPLIES	\$0
F.	CONTRACTUAL	\$0
G.	OTHER	\$0
	TOTAL DIRECT COSTS	\$35,978
H.	INDIRECT COSTS (24.04% of total salaries)	\$6,602
	TOTAL BUDGET YEAR 1:	\$42,580



RESEARCH
Department of Health and Human Services
National Institutes of Health
NATIONAL HEART, LUNG, AND BLOOD INSTITUTE



Grant Number: 1R01HL108704-01

Principal Investigator(s):
Thelma Therezinha Goncalvez, PHD

Project Title: Improving blood safety and HIV testing in Brazil: a randomized controlled trial

Yates, JoAnn
Director of Administrative Affairs
270 Masonic Avenue
San Francisco, CA 941184417

Award e-mailed to: awards@bloodsystems.org

Budget Period: 04/12/2011 – 03/31/2012

Project Period: 04/12/2011 – 03/31/2014

Dear Business Official:

The National Institutes of Health hereby awards a grant in the amount of \$192,331 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to BLOOD SYSTEMS RESEARCH INSTITUTE in support of the above referenced project. This award is pursuant to the authority of 42 USC 241 42 CFR 52 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

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

Each publication, press release or other document that cites results from NIH grant-supported research must include an acknowledgment of NIH grant support and disclaimer such as "The project described was supported by Award Number R01HL108704 from the National Heart, Lung, And Blood Institute. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Heart, Lung, And Blood Institute or the National Institutes of Health."

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

Award recipients must promote objectivity in research by establishing standards to ensure that the design, conduct and reporting of research funded under NIH-funded awards are not biased by a conflicting financial interest of an Investigator. Investigator is defined as the Principal Investigator and any other person who is responsible for the design, conduct, or reporting of NIH-funded research or proposed research, including the Investigator's spouse and dependent children. Awardees must have a written administrative process to identify and manage financial conflict of interest and must inform Investigators of the conflict of interest policy and of the Investigators' responsibilities. Prior to expenditure of these awarded funds, the Awardee must report to the NIH Awarding Component the existence of a conflicting interest and within 60 days of any new conflicting interests identified after the initial report. Awardees must comply with these and all other aspects of 42 CFR Part 50, Subpart F. These requirements also apply to subgrantees, contractors, or collaborators engaged by the Awardee under this award. The NIH website <http://grants.nih.gov/grants/policy/coi/index.htm> provides additional information.

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

Sincerely yours,

Shelia Ortiz
Grants Management Officer
NATIONAL HEART, LUNG, AND BLOOD INSTITUTE

Additional information follows

An unobligated balance may be carried over into the next budget period without Grants Management Officer prior approval.

This grant is subject to Streamlined Noncompeting Award Procedures (SNAP).

This award is subject to the requirements of 2 CFR Part 25 for institutions to receive a Dun & Bradstreet Universal Numbering System (DUNS) number and maintain an active registration in the Central Contractor Registration. Should a consortium/subaward be issued under this award, a DUNS requirement must be included. See <http://grants.nih.gov/grants/policy/awardconditions.htm> for the full NIH award term implementing this requirement and other additional information.

This award may be subject to the Transparency Act subaward and executive compensation reporting requirements of 2 CFR Part 170. See <http://grants.nih.gov/grants/policy/awardconditions.htm> for the full NIH award term implementing this requirement and additional award applicability information.

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

Treatment of Program Income:
Additional Costs

SECTION IV – HL Special Terms and Conditions – 1R01HL108704-01

RESTRICTION

This award includes funds associated with the foreign consortium that are restricted and may not be used for any purpose pending resolution of administrative issues regarding the foreign involvement. These funds may not be carried over to a subsequent budget period without prior written approval from the awarding office. Any balance of these restricted funds must be specifically identified on the Financial Status Report.

SPECIAL BUDGET NOTICE

NIH is currently funded through a Continuing Resolution at the FY2010 level, (see NIH Guide Notice NOT-OD-11-037): <http://grants.nih.gov/grants/guide/notice-files/NOT-OD-11-037.html>

BUDGET PERIOD

This award is issued for less than a 12-month budget period. Any subsequent noncompeting budget period will begin on 4/1 and will be 12 months in duration. The project period end date has been adjusted accordingly.

KEY PERSONNEL:

In addition to the PI, any absence, replacement, or substantial reduction in effort of the following individual(s) below, requires written prior approval of the National Institutes of Health awarding component.

Dr. Ester Sabino

Dr. Willi McFarland

PERSONNEL COSTS

The Consolidated Appropriations Act, 2010 Public Law 111-117, restricts the amount of direct salary of an individual under an NIH grant to Executive Level I of the Federal Executive Pay scale. The Office of Personnel Management has recently released new salary levels for the Executive Pay scale <http://grants.nih.gov/grants/guide/notice-files/NOT-OD-10-041.html>. The Executive Level I annual salary rate was \$196,700 for the period January 1 through December 31, 2009. Effective January 1, 2010, the Executive Level I salary level increased to \$199,700. For a historical record of the salary cap, including effective dates see: http://grants.nih.gov/grants/policy/salcap_summary.htm No salary increases will be provided on this grant for the remainder of this project period. The grantee institution has the authority to rebudget funds within the total costs awarded for this grant to accommodate the new salary cap.

GRADUATE STUDENT COMPENSATION

In accordance with the Notice: NOT-OD-02-017 entitled, GRADUATE STUDENT COMPENSATION published on December 10, 2001, in the NIH Guide for Grants and Contracts, total direct costs (salary, fringe benefits and tuition remission) for graduate students are provided at a level not to exceed the NIH maximum allowable amount (zero level of the Ruth L. Kirschstein National Research Service Award stipend in effect at the time of the competing award). Support recommended for future years has been adjusted accordingly, if applicable. The full guide Notice describing the level of compensation allowed for a graduate student can be found at: <http://grants.nih.gov/grants/guide/notice-files/NOT-OD-02-017.html>. ZERO STIPEND LEVEL listed on the following notice <http://grants.nih.gov/grants/guide/notice-files/NOT-OD-10-047.HTML>

NHLBI ADJUSTMENTS FOR SALARY BASED AWARDS

Salary funds provided on NHLBI research grants will be adjusted if investigators receive career-type salary based awards. Examples of such awards include the Independent Scientist Award (K02, formerly K04) and other similar awards as described in the November 1993 Circulation article (Vol. 88, No. 5, Part 1). In the event that such an award is made for an investigator receiving salary support from an NHLBI grant, the Institute must be informed in writing within 30 days from the start date of the award so that any required adjustment can be made.

CONSORTIUM/CONTRACTUAL COSTS

This award includes funds awarded for consortium activity. The grantee, as the direct and primary recipient of NIH grant funds, is accountable to NIH for the performance project, the appropriate expenditures of grant funds by all parties, and all other obligations of the grantee, as specified in the NIH Grants Policy Statement at: http://grants.nih.gov/grants/policy/nihgps_2010/nihgps_ch15.htm#consortium_agreements. In general, the requirements that apply to the grantee, including the intellectual property requirements also apply to consortium participant (s)

STAFF CONTACTS

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

Grants Management Specialist: Shelia Ortiz

Email: ortizs@nhlbi.nih.gov **Phone:** (301) 435-0173 **Fax:** (301) 451-5462

Program Official: Lisbeth A Welniak

Email: welniakla@nhlbi.nih.gov **Phone:** 301-435-0073 **Fax:** 301-480-0868

SPREADSHEET SUMMARY

GRANT NUMBER: 1R01HL108704-01

INSTITUTION: BLOOD SYSTEMS RESEARCH INSTITUTE

<i>Budget</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>
Salaries and Wages	\$42,993	\$44,282	\$45,611
Fringe Benefits	\$8,126	\$8,370	\$8,621
Personnel Costs (Subtotal)	\$51,119	\$52,652	\$54,232
Travel Costs	\$7,100	\$10,650	
Other Costs	\$1,000	\$1,000	\$2,500
Consortium/Contractual Cost	\$70,420	\$259,522	\$50,452
TOTAL FEDERAL DC	\$129,639	\$323,824	\$107,184
TOTAL FEDERAL F&A	\$62,692	\$36,909	\$32,564
TOTAL COST	\$192,331	\$360,733	\$139,748

<i>Facilities and Administrative Costs</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>
F&A Cost Rate 1	57.4%	57.4%	57.4%
F&A Cost Base 1	\$109,219	\$64,302	\$56,732
F&A Costs 1	\$62,692	\$36,909	\$32,564

