

File No. 110126

Committee Item No. _____

Board Item No. 31

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Board of Supervisors Meeting

Date February 8, 2011

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"/> | Ethics Form 126 |
| <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

(Use back side if additional space is needed)

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

Completed by: Andrea Ausberry Date February 3, 2011

Completed by: _____ Date _____

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

1 [Accept and Expend Grant - Implementation of Programs for the Prevention, Care, and
2 Treatment of HIV/AIDS - \$13,001]

3
4 Resolution authorizing the Department of Public Health to retroactively accept and
5 expend a grant in the amount of \$13,001 from the University of California San
6 Francisco to participate in a program entitled "Implementation of Programs for the
7 Prevention, Care, and Treatment of HIV/AIDS" for the period of July 1, 2010, through
8 June 30, 2011.

9
10 WHEREAS, University of California San Francisco (UCSF) is the recipient of a grant
11 award from the Centers for Disease Control and Prevention supporting the Implementation of
12 Programs for the Prevention, Care, and Treatment of HIV/AIDS; and,

13 WHEREAS, With a portion of these funds, UCSF has subcontracted with DPH in the
14 amount of \$13,001 for the period of July 1, 2010 through June 30, 2011; and,

15 WHEREAS, As a condition of receiving the grant funds, UCSF requires the City to
16 enter into an agreement (the "Agreement"), a copy of which is on file with the Clerk of the
17 Board of Supervisors in File No. 110126 ; which is hereby declared to be a part of this
18 resolution as if set forth fully herein; and,

19 WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH
20 for one existing position; one Senior Physician Specialist (Job Class 2232) at .05 FTE, for the
21 period of July 1, 2010 through June 30, 2011; and,

22 WHEREAS, A request for retroactive approval is being sought because DPH did not
23 receive notification of the contract until December 14, 2010 for a project start date of July 1,
24 2010; and,

1 WHEREAS, The budget includes a provision for indirect costs in the amount of \$1,393;
2 now, therefore, be it

3 RESOLVED, That DPH is hereby authorized to accept and expend a grant retroactively
4 in the amount of \$13,001 from UCSF; 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
12
13
14
15
16
17
18
19
20
21
22
23
24
25

RECOMMENDED:

Signature on file

Barbara Garcia, MPA
Director of Health.

APPROVED:

Signature on file

Office of the Mayor

Signature on file

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: January 12, 2011

SUBJECT: Grant Accept and Expend

GRANT TITLE: Implementation of Programs for the Prevention, Care, and Treatment of HIV/AIDS - \$13,001

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: 110126
(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: Implementation of Programs for the Prevention, Care, and Treatment of HIV/AIDS
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: \$13,001
- 6a. Matching Funds Required: \$0
b. Source(s) of matching funds (if applicable):
- 7a. Grant Source Agency: Centers for Disease Control and Prevention
b. Grant Pass-Through Agency (if applicable): The Regents of the University of California
8. Proposed Grant Project Summary: To assist with the preparation and interpretation of multiple sources of data and to facilitate a regional triangulation workshop.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: 07/01/2010 End-Date: 06/30/2011
- 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? \$1,393
b2. How was the amount calculated? 12% of modified direct costs
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?

12. Any other significant grant requirements or comments:

We respectfully request for approval to accept and expend these funds retroactive to July 1, 2010. The Department received the subcontract agreement on December 14, 2010.

Grant Code is: HCAO39/11

****Disability Access Checklist****


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

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


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:

1/14/11


Department Approval:

Barbara Garcia, MPA

Director of Public Health

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
AIDS Office - HIV Epidemiology Section
Implementation of Programs for the Prevention, Care, and Treatment of HIV/AIDS
7/1/2010 - 6/30/2011

Dept/Div: HPH-03
Fund Group: 25/CHS/GNC
Index Code: HCHPDHIVSVGR
Grant Code:
Grant Detail: 1100

CATEGORY/LINE ITEM	Annual Salary	28.80% Annual Frtn Ben	Total Annual Sal/Frtn Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frtn Ben Budget	Total Budget	comments
A. PERSONNEL HIV SEROEPIDEMIOLOGY											
1. Sr. Physician Specialist 2232 7 W. McFarland	183,092	49,069	232,161	5%	0.05	15,258	12.00	9,155	2,453	11,608	
2. COLA 4%										0	
3. STEP Increases 5%								0		0	
TOTAL SALARY/FRINGE	183,092	49,069	232,161		0.05			9,155	2,453	11,608	
00101 SALARIES								9,155		9,155	
00103 FRING BEN								2,453		2,453	
SUB TOTAL										11,608	

TOTAL DIRECT COST
11,608

BUDGET SUMMARY

A. SALARIES	9,155	FTE = 0.05
B. MANDATORY FRINGE	2,453	
C. TRAVEL	0	
D. EQUIPMENT	0	
E. MATERIALS AND SUPPLIES	0	
F. CONTRACT / MOU	0	
G. OTHER	0	
DIRECT COSTS	11,608	
H. INDIRECT COST (12% of total modified direct costs)	1,393	
TOTAL BUDGET	13,001	
AWARD	13,001	
SURPL/(DEFICIT)	(0)	

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

Implementation of Programs for the Prevention, Care, and Treatment of HIV/AIDS

BUDGET JUSTIFICATION
(July 1, 2010 – June 30, 2011)

A.	PERSONNEL	
B.	MANDATORY FRINGE	
1.	0.05 2232 – Sr. Physician Specialist: Willi McFarland	
	Twelve Month Salary \$9,155	
	Mandatory Fringe Benefits (@ 26.80%) = \$2,453	\$11,608
	To assist with the preparation and interpretation of multiple sources of data, prepare and conduct a triangulation workshop in Tanzania.	
	Total Salaries	\$9,155
	Total Fringe	\$2,453
	TOTAL PERSONNEL:	\$11,608
C.	TRAVEL	\$0
D.	EQUIPMENT	\$0
E.	SUPPLIES	\$0
F.	CONTRACTUAL	\$0
G.	OTHER	\$0
	TOTAL DIRECT COSTS	\$11,608
H.	INDIRECT COSTS (12% of total modified direct costs)	\$1,393
	TOTAL BUDGET:	\$13,001

Subaward 6436sc
between
The Regents of the University of California
and
San Francisco Department of Public Health
Prime Grant Number: U2 GPS001982-01W1
DPA / Fund Numbers: 444250 / 29535
CFDA Number: 93.067

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

WHEREAS, University is the recipient of Grant Number U2 GPS001982 ("Award") from the Department of Health and Human Services Centers for Disease Control and Prevention ("Agency"), for the conduct of a program titled "Implementation of Programs for the Prevention, Care, and Treatment of HIV/AIDS" as detailed in the application previously submitted to the Agency; and

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

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

Article I - Scope of Work

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

Article II - Principal Investigators

George Rutherford MD, 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, PhD, as its Project Director who shall be responsible for the technical and administrative conduct of the project covered by this Agreement. In the event that a change in Subcontractor's Project Director is necessary, University must be notified in writing immediately and University has the right to approve any Subcontractor Project Director.

Article III - Term

The term of this Agreement shall begin on 7/1/2010 ("Commencement Date") and shall not extend beyond 6/30/2011 ("Termination Date") unless agreed to in writing by both parties. Subcontractor will submit a continuation application to University in the form and time designated by University if continuation is intended beyond the above referenced termination date.

Article IV - Compensation

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

(1) The Budget, attached hereto as Attachment B and incorporated by reference. The total amount available to Subcontractor for the period reflected in Article III is \$13,001.00. This amount shall not be exceeded without the University Principal Investigator's written authorization and subsequent formal amendment to this Agreement.

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

(3) The terms of this Agreement.

Article V- Method of Payment, Financial Report Requirements

Subcontractor shall submit invoices for the allowable costs incurred in the performance of the work hereunder to University on a monthly basis with a copy of the ledgers corresponding to the costs covered by the invoices. Subcontractor invoices shall be in the format shown in Attachment C, attached hereto and incorporated by reference. Subcontractor invoices shall include reference to the Subaward, DPA, and Fund numbers and will be sent to the attention of:

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

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

The final invoice, clearly marked **final**, shall be submitted within forty five (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 VI - Rebudgeting of Funds

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

Article VII - Progress Reporting Requirements

Interim progress reports are required if continuation is intended beyond the Termination Date and shall be submitted to the University within thirty (30) days of the Termination Date of this Agreement. Terminal progress reports must be submitted to University within 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 VIII - Publicity and Publication

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

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

Article IX - Copyrights

Subcontractor understands that, except as otherwise provided in the conditions of the Award, when publications or similar materials are developed from work supported in whole or in part by this Agreement a

copy of such materials and a royalty-free and other fee-free 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 University to reproduce, to publish, or otherwise to use them and to authorize others to do so.

Article X - Patents and Inventions

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

Article XI - Equipment Accountability

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

Article XII - Independent Contractor

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

Article XIII - Indemnification

Subcontractor shall 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 XIV - Early Termination

Notwithstanding the provisions of Article III above, either party may terminate this Agreement upon thirty (30) days written notification to the other. In the event of such early termination, Subcontractor shall take all reasonable steps to 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 XV - Protection of Human Subjects

If research involving human subjects is performed under this Agreement, Subcontractor shall comply with Department of Health and Human Services ("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.

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

Article XVI - Care and Treatment of Laboratory Animals

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 XVII - Audit and Records

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

F. When and as requested by the University's Principal Investigator, copies or originals of financial records, supporting documentation, and other records pertinent to this Agreement, including original receipts for purchases made under this Agreement, shall be sent to the University's Principal Investigator.

Article XVIII - Civil Rights and Equal Employment Opportunity

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

Article XIX – Agency Policies

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

Article XX - Notices

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

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

To Subcontractor: San Francisco Department of Public Health
Attention: Sajid Shaikh
1380 Howard Street, 4th Floor
San Francisco, CA 94103

Article XXI - Governing Law

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

Article XXII - Entire Agreement

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


Article XXIII - Signatory

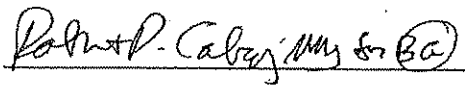
Subcontractor warrants that the signatory has the authority to execute this Agreement on behalf of Subcontractor.

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

San Francisco Department of Public Health

By 
Regnier Jurado
Manager, Subcontracts Team
Office of Sponsored Research

By 
Name: Barbara Garcia
Title: Deputy Director of Health

Date 12/14/10

Date 12/16/10

SCOPE OF WORK

San Francisco Department of Public Health (SFPDH)
July 1, 2010 – June 30, 2011

CDC - U2GPS001982 (A115240)

Triangulation Workshop

Dr. Willi McFarland will assist with the preparation and interpretation of multiple sources of data and then travel to Tanzania to facilitate a regional triangulation workshop which looks at drivers of the epidemic in two regions in Tanzania - Mbeya and Iringa. Dr. McFarland will also provide technical input on the final report. We are requesting 5% salary support for Dr. McFarland.

Activities:

Prepare and conduct a one-week triangulation workshop in Tanzania.

Staff Allocations:

Willi McFarland – 5%

ATTACHMENT B

San Francisco Department of Public Health Subcontract
 July 1, 2010 - June 30, 2011
 Tanzania M&E - Regional Triangulation

Personnel	Principal Investigator	Annual Salary	% effort	# mos.	Salary	Benefits	Total	
McFarland, Willi		\$183,092	5%	12	\$9,155	\$2,453	\$11,608	
Total Personnel					5%	\$9,155	\$2,453	\$11,608

Total Direct Costs	\$11,608
Overhead at 12%	\$1,393
Grand Total	\$13,001

INVOICE

ATTACHMENT C

The Regents of the University of California
 Controller's Office, Box 0812
 San Francisco, CA 94143-0812
 Attn: Accounts Payable/Subcontracts Desk
 Tel. Nos: 415-476-7907; 415-476-8461; FAX #415-476-8168

Sub Contractor's Name _____
 Sub Contractor's Address _____

 Contact Person _____
 Telephone # _____

Wire information: (if to be paid by Wire) _____

Sub Contract No: _____
 Invoice No: _____
 Period Covered: _____
 Date of Invoice: _____
 Final: Yes _____ No _____

ITEM	BUDGET	CURRENT EXPENSE	CUMULATIVE EXPENSES TO DATE	UNEXPENDED BALANCE
Personnel Costs				
Salaries				
Benefits				
TOTAL PERSONNEL				
Operating Costs				
Consultants				
Equipment				
Supplies				
Travel				
Patient Care				
Alterations/Renovations				
Consortium/Contractual				
Other Expenses				
TOTAL OPERATING				
TOTAL DIRECT COSTS				
Indirect @ _____ %				
Base : Personnel, TDC, MTDC				
Other (Circle one)				
TOTAL COSTS				
PROGRAM INCOME*				
TOTAL NET COST				
EXPENSE REQUEST THIS INVOICE				

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

Invoice form is available in Excel & can be requested by E-mail to: lsuzara@accounting.ucsf.edu galloway@accounting.ucsf.edu

Date _____ Signature & Title _____

PROGRAM INCOME IS ENTERED AS ACREDIT TO OFFSET TOTAL COST

Revised 04/07



COOPERATIVE AGREEMENTS
Department of Health and Human Services
Centers for Disease Control and Prevention
NATIONAL CENTER FOR HIV, VIRAL HEPATITIS, STDs AND TB PREVENTION

Notice of Award

Issue Date: 12/09/2010



Grant Number: 3U2GPS001982-01W1

ATTACHMENT D

Principal Investigator(s):
DR. GEORGE W. RUTHERFORD

Project Title: IMPLEMENTATION OF PROGRAMS FOR THE PREVENTION, CARE, AND
TREATMENT OF HIV/AIDS

CONTRACT AND GRANT OFFICER
DEBBIE CAULFIELD
3333 CALIFORNIA STREET
SAN FRANCISCO, CA 94118

Award e-mailed to: cgrasteam@ucsf.edu

Budget Period: 07/01/2010 – 06/30/2011

Project Period: 07/01/2010 – 06/30/2015

Dear Business Official:

The Centers for Disease Control and Prevention hereby awards a grant in the amount of \$775,000 (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,

Randolph Williams
Grants Management Officer
Centers for Disease Control and Prevention

Additional information follows

SECTION I - AWARD DATA - 3U2GPS001982-01W1

Award Calculation (U.S. Dollars)

Salaries and Wages	\$164,928
Fringe Benefits	\$42,787
Personnel Costs (Subtotal)	\$207,715
Supplies	\$4,394
Consortium/Contractual Cost	\$117,875
Travel Costs	\$238,310
Other	\$63,049

Federal Direct Costs	\$631,343
Federal F&A Costs	\$143,657
Approved Budget	\$775,000
Federal Share	\$775,000
TOTAL FEDERAL AWARD AMOUNT	\$775,000

AMOUNT OF THIS ACTION (FEDERAL SHARE) \$775,000

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

02	\$0
03	\$0
04	\$0
05	\$0

Fiscal Information:

CFDA Number: 93.067
 EIN: 1946036493A6
 Document Number: UPS001982A

	IC	CAN	2011
PS		9390909	\$775,000

SUMMARY TOTAL FEDERAL AWARD AMOUNT YEAR (1)	
GRANT NUMBER	TOTAL FEDERAL AWARD AMOUNT
3U2GPS001982-01W1	\$775,000
1U2GPS001982-01	\$300,000
TOTAL	\$1,075,000

SUMMARY TOTALS FOR ALL YEARS		
YR	THIS AWARD	CUMULATIVE TOTALS
1	\$775,000	\$1,075,000
2	\$0	\$1,530,000
3	\$0	\$1,530,000
4	\$0	\$1,530,000
5	\$0	\$1,530,000

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

CDC Administrative Data:
 PCC: N / OC: 4151

SECTION II - PAYMENT/HOTLINE INFORMATION - 3U2GPS001982-01W1

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 hhsstips@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.

SECTION III – TERMS AND CONDITIONS – 3U2GPS001982-01W1

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

SECTION IV – PS Special Terms and Conditions – 3U2GPS001982-01W1

REVISED NOTICE OF COOPERATIVE AGREEMENT
AWARD NO. 3U2GPS001982-01 (Revision - 1)
Grantee: University of California San Francisco
Approval List Numbers: I0022K11

1. The purpose of this amended Notice of Award is to award funds in the amount of \$775,000.00 for activities in Tanzania. The awarded funds are additional partial funds requested on your original application dated May 27, 2009, which requested new funds in the amount of \$1,530,000.00. In the NOA dated July 9, 2010 the grantee was awarded partial funding in the amount of \$300,000.00, see Spreadsheet. The remaining \$455,000.00 is subject to funds availability.

2. All other terms and conditions remain unchanged.

PLEASE REFERENCE YOUR AWARD NUMBER ON ALL CORRESPONDENCE

1. **INCORPORATION:** This award is subject not only to any terms and conditions detailed in the award, but also to those cited and incorporated by reference. Funding Opportunity Number PS09-973 entitled "Implementation of Programs for the Prevention, Care and Treatment of HIV/AIDS in the United Republic of Tanzania under the President's Emergency Plan for AIDS Relief (PEPFAR)", and the application dated May 27, 2009 are made a part of this award by reference.

This action awards funds in the amount of \$300,000.00 for budget period 01 from July 1, 2010 to June 30, 2011. The project period ends June 30, 2015.

The continuation application has been reviewed and approved in the amount of \$1,530,000.00. This award is partially funded in the amount of \$300,000.00. The awarding of the remaining \$1,230,000.00 during the budget period is subject to funds availability.

2. **GOVERNING REGULATIONS, POLICIES AND PROCEDURES:** Title 45 Code of Federal Regulation Part 74, 2 CFR Part 215 Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, Other Nonprofit Organizations and 2 CFR 220 Cost Principles for Education Institutions.

3. **INDIRECT COSTS:** Indirect costs are based upon the agreement dated December 14, 2005.

4. **HUMAN SUBJECTS - DATA COLLECTION:** In addition to service provision, the application includes support for specific data collection/ possible research activities, including surveillance in MARP, HIV incidence studies, as well as development of PHE activities (No page numbers are provided with submission). However, no institutional mechanisms for review of potential human subjects' issues regarding these data collection activities are described in the application. Of the total award, \$153,000.00 new funding for the above-mentioned data collection activities should be restricted in the "personnel" category until protocols describing them have been submitted to CDC GAP/ Atlanta for review of human subjects issues and the protocols have been approved. Grantee is advised that there are no clear funding line for areas identified as possible Human Subjects Research so if accordingly. If IRB approvals or IRB-exempt status have been obtained from implementing institutions, such documentation should be provided to CDC GAP/Atlanta. If any such data GAP/Atlanta as soon as possible. Funding for those activities that are clearly service delivery should go forward without restriction except as specified in the technical review.

Grantee is reminded that any evaluation, assessment, surveillance, etc., using PEPFAR/U.S. Government funds that would involve interviews, focus groups, surveys, review or extraction of patient records, laboratory testing of specimens beyond direct, routine patient clinical management, etc. will require a protocol submitted for review and approval of human subjects protection prior to beginning date of specimen collection.

Assistance with Human Subjects issues can be obtained by contacting Tanzania CDC GAP Office.

5. **RESPONSE TO SUMMARY STATEMENT:** The grantee is required to submit responses to weaknesses, restrictions and recommendations noted in the Summary Statement. Submit responses in writing to the Grants Management Specialist within 30 days of receiving the Notice of Award.

RESTRICTED FUNDS SHALL NOT BE WITHDRAWN UNTIL APPROVAL IS RECEIVED AND THE RESTRICTIONS HAVE BEEN LIFTED BY AN AMENDED NOTICE OF AWARD.

6. **REPORTING REQUIREMENTS:**

a. The SF 269 (Financial Status Report - FSR) is due to the CDC Grants Management Office no later than 90 days after the end of each budget period (September 30, 2011). The FSR is not to report costs cumulatively.

b. An annual Progress Report is due to the CDC Grants Management Office on September 30, 2011.

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

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

7. **FOREIGN TRAVEL:** Recipient Institutions must comply with the requirement that a U.S. flag air carrier be used by domestic grantees to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement shall not be influenced by factors of cost, convenience or personal travel preference.

8. **CORRESPONDENCE:** All correspondence regarding this award must be identified with the award number as shown on the face page of this award.

9. **PRIOR APPROVAL:** All requests that require the prior approval of the Grants Management Officer must bear the signature of an authorized official of the grantee business office as well as that of the principal investigator or program director. Any request received without two signatures will be returned. Additionally, any requests involving funding issues must include a new proposed budget and a narrative justification of the requested changes.

10. **EQUIPMENT AND PRODUCTS:** To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. Title to equipment acquired by a recipient with HHS funds shall vest in the recipient, subject to the conditions in 45 CFR 74.34. In addition, the recipient's property management standards for equipment acquired with Federal funds and federally-owned equipment shall be maintained in accordance with 45 CFR 74.34.

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

12. **PUBLICATIONS:** Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, such as: This publication (journal article, etc.) was supported by Cooperative Agreement Number PS001982 from Centers for Disease Control and Prevention (CDC). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of CDC.

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

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

15. PAYMENT INFORMATION

Automatic Drawdown:

Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS is administered by the Division of Payment Management, Program Support Center, HHS. PMS will forward (1) the HHS Manual for Recipients Financed under the Payment Management System; (2) (PMS), PMS-270 (Request for Advance and Reimbursement); (3) PMS-272 (Status of Federal Cash) forms; (4) a contact person's name; and (5) instructions regarding direct deposit and other payment routes.

A. PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows: U.S. Department of Health and Human Services, Division of Payment Management, P.O. Box 6021, Rockville, MD 20857.

B. For all other carriers, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows: U.S. Department of Health and Human Services, Division of Payment Management, 5600 Fishers Lane - 11-33, 11th Floor - Head House Wing, Rockville, MD 20857.

C. By drawing or otherwise obtaining funds for the award from the grant payment system, the recipient accepts the terms and conditions of the award and agrees to perform in accordance with the requirements of the award.

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

16. **AUDIT REQUIREMENT:** OMB Circular A-133. Audits of States, Local Governments and Non-profit Institutions establish audit requirements for this award.

- a. Recipient fiscal year: July 1, 2010 - June 30, 2011
- b. Report Submission: The earlier of

- (1) 30 days after receipt of the auditor's report(s) or
- (2) Nine months after the end of the audit period (March 30, 2012)

17. CAPACITY BUILDING REQUIREMENTS: The grantee agrees to implement strategies for facilitating scale-up and sustainability of activities supported under this agreement that include building on and strengthening existing local networks and institutions that benefit the populations served. The grantee shall endeavor to strengthen indigenous capacity in all aspects of this agreement, and especially focus on human capacity development.

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

18. TRAFFICKING IN PERSONS: This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term and condition, go to:
http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_for_Trafficking_In_Persons.shtm.

19. CDC CONTACT NAMES:

Programmatic Contacts

Matthew Stockton, Project Officer
 Global AIDS Program, (Country)
 E-mail: Stocktonm@tz.cdc.gov
 Telephone: 255-22-219-8400, ext 8477

STAFF CONTACTS

Grants Management Specialist: Percy Jernigan
 Center for Disease Control and Prevention
 PGO
 1600 Clifton Road
 MS K-75
 Atlanta, GA 30333
 Email: ibj7@cdc.gov Phone: 770-488-2811 Fax: 770-488-2688

Grants Management Officer: Randolph Williams
 Centers For Disease Control and Prevention
 Procurement and Grants Office
 2920 Brandywine Road; Room 2714 Mallstop: K - 75
 Atlanta, GA 30341
 Email: gur2@cdc.gov Phone: 770-488-8382 Fax: 770-488-2688

SPREADSHEET SUMMARY

GRANT NUMBER: 3U2GPS001982-01W1

INSTITUTION: UNIVERSITY OF CALIFORNIA SAN FRANCISCO

Budget	Year 1	Year 2	Year 3	Year 4	Year 5
Salaries and Wages	\$164,928				
Fringe Benefits	\$42,787				
Personnel Costs (Subtotal)	\$207,715				
Supplies	\$4,394				
Consortium/Contractual Cost	\$117,875				

Travel Costs	\$238,310				
Other	\$63,049				
TOTAL FEDERAL DC	\$631,343				
TOTAL FEDERAL F&A	\$143,657				
TOTAL COST	\$775,000	\$0	\$0	\$0	\$0

University of California San Francisco
Grant No. 3U2GPS001982-02
PS09-973

<u>Budget Category</u>	<u>Current</u> <u>Year 02</u>	<u>Additional</u> <u>Year 02</u>	<u>Revised</u> <u>Year 02</u>
Salaries and Wages	\$129,134	\$164,928	\$294,062
Fringe Benefits	\$34,211	\$42,787	\$76,998
Consultants	\$7,500	\$0	\$7,500
Equipment	\$1,700	\$0	\$1,700
Supplies	\$2,468	\$4,394	\$6,860
Travel	\$43,756	\$238,310	\$282,066
Other	\$21,395	\$63,049	\$84,444
Contractual	\$0	\$117,875	\$117,875
Trainee	\$0	\$0	\$0
Renovation	\$0	\$0	\$0
Total Direct Costs	<u>\$240,162</u>	<u>\$631,343</u>	<u>\$871,505</u>
Less Unobligated	\$0	\$0	\$0
Indirect costs	<u>\$59,838</u>	<u>\$143,657</u>	\$203,495
Total Award	<u>\$300,000</u>	<u>\$775,000</u>	<u>\$1,075,000</u>

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 file from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File Nos.
- 9. Request for Closed Session
- 10. Board to Sit as A Committee of the Whole

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

- | | |
|---|--|
| <input type="checkbox"/> Small Business Commission | <input type="checkbox"/> Youth Commission |
| <input type="checkbox"/> Ethics Commission | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Building Inspection Commission | |

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

Sponsor(s): Supervisor Scott Wiener

SUBJECT: Accept and Expend Grant – Implementation of Programs for the Prevention, Care and Treatment of HIV/AIDS - \$13,001

The text is listed below or attached:

Resolution authorizing the San Francisco Department of Public Health to accept and expend retroactively a grant in the amount of \$13,001 from the University of California San Francisco, to participate in a program entitled "Implementation of Programs for the Prevention, Care, and Treatment of HIV/AIDS;" for the period of July 1, 2010, through June 30, 2011.

Signature of Sponsoring Supervisor: _____

For Clerk's Use Only:

