

**Agreement between
The Regents of the University of California
and
City & County of San Francisco, Department of Public Health
CFDA Number: 93.067
Prime Grant Number: 1U2GGH001520-01 REVISED
Department ID and Fund Number: 482226-4002**

Agreement Number: 8853sc

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

WHEREAS, University is the recipient of Grant Number **1U2GGH001270-01 REVISED** ("Award") from the Department of Health and Human Services, Centers for Disease Control and Prevention ("CDC"), for the conduct of a program titled "Enhancing Strategic Information Capacity for HIV/AIDS Programs in Kenya through Surveillance and Epidemiology, Monitoring and Evaluation under the U.S. PEPFAR (Program Area A and Program Area B) " as detailed in the application previously submitted to CDC; and

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

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

Article I - Scope of Work

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

Article II - Principal Investigators

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

Article III - Term

The term of this Agreement shall begin on **April 1, 2015** ("Commencement Date") and shall not extend beyond **March 31, 2016** ("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 **\$324,304**. This amount shall not be exceeded nor shall any portion be carried forward to future years without the University Principal Investigator's authorization and subsequent formal amendment of this agreement.
- (2) The cost principles applicable to Subcontractor's type of organization under 2 CFR Part 200.

(3) 12% IDC is provisional and subject to change pending Center for Disease Control's final determination.

Article V - General Regulations and Rebudgeting

Incorporated into this Agreement by reference, with the same force and effect as if set forth in full text, are all provisions of the Public Health Service ("PHS") Grants Policy Statement, including addenda in effect as of the beginning date of the budget period, and as modified to reflect Subcontractor's relationship to University as a subrecipient of federal funds. Subcontractor agrees to comply with all of the provisions of the Award, which is incorporated herein as Attachment D.

Unless restricted in accordance with Attachment D, Subcontractor may rebudget funds awarded for direct costs to meet unanticipated needs in unrestricted categories. All requests for rebudgeting requiring CDC prior approval (including requests for no-cost extension or carryforward) and shall be submitted to University's Principal Investigator for review and approval thirty (30) days prior to the effective date of the request. Should Subcontractor's request be granted, a formal amendment will be issued to this Agreement.

Article VI - Salary Limitation

As required in its annual appropriations act, CDC, NIH, AHRQ, HRSA and SAMHSA will not reimburse grantees for the direct salaries of individuals at a rate in excess of the level specified in the annual appropriations language. Accordingly, none of the funds awarded under this Agreement shall be used to pay the salary of an individual at a rate in excess of the amount allowed under Federal law. This limitation applies to any subcontracts under any tier under this Agreement.

Article VII - Method of Payment, Financial Report Requirements

Subcontractor shall submit monthly invoices for the allowable costs incurred in the performance of the work hereunder to University. Subcontractor invoices shall be in the format shown in Attachment C, attached hereto and incorporated by reference. Subcontractor invoices shall be submitted in triplicate and shall reference the assigned Agreement Number **8853sc** and be sent to the attention of:

University of California, San Francisco Campus (UCSF)

Accounting Office - Accounts Payable

Attn: Subcontracts Desk

Box 0812

San Francisco, CA 94143-0812

Tel: 415-476-1349 & 415-476-2835

E-Mail: subcontract@ucsf.edu

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

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

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

Article VIII - Progress Reporting Requirements

Interim progress reports are required if continuation is intended beyond the Termination Date and shall be submitted at the time of continuation application. Terminal progress reports must be submitted to University within forty-five (45) days after the Termination Date of this Agreement. The report should

include a summary statement of progress toward the achievement of the originally stated aims, a list of the positive and negative results which are considered to be significant by the Project Director, and a list of publications resulting from the project with plans (if any) for further publication. All progress reports shall be submitted to University's Principal Investigator.

Article IX - Publicity and Publication

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

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

Article X - Copyrights

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

Article XI - Patents and Inventions

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

Article XII - Equipment Accountability

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

Article XIII - Program Income

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

Article XIV - Independent Contractor

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

Article XV - Indemnification

Subcontractor shall defend, indemnify, and hold University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for

injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Subcontractor, its officers, employees, or agents.

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

Article XVI - Early Termination

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

Article XVII - Protection of Human Subjects

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

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 XVIII - Care and Treatment of Laboratory Animals

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

Article XIX - Scientific Integrity

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

Article XX - Objectivity in Research

Subcontractor hereby certifies by signing this agreement that it has or will implement a policy on conflict of interest that complies with the federal regulations on Objectivity in Research, 42 CFR 50, Subpart F and Responsible Prospective Contractors, 45 CFR Part 94. Subcontractor certifies that it has a conflict of interest policy that is compliant with PHS regulations and the Subcontractor's policy has been applied to activities under this award. If Subcontractor does not have a PHS compliant conflict of interest policy, Subcontractor certifies it will develop one and provide a copy to the University prior to the release of any federal funds. Subcontractor also certifies that to the best of Subcontractor's knowledge, all financial

disclosures related to the activities funded by this Agreement have been made to either the Subcontractor or University. Prior to Subcontractor's expenditure of any funds under this Award, Subcontractor will report to University the existence of all financial conflicts of interest, as defined by 45 CFR Part 50, found by Subcontractor and assure that the conflict of interest has been managed, reduced or eliminated in accordance with the PHS regulations. For any interest that Subcontractor identifies as conflicting subsequent to Subcontractor's initial report under this award, the report will be made and the conflicting interest managed, reduced, or eliminated, at least on an interim basis, within thirty (30) days of that identification. The report must include the following information: (a) Grant/contract number; (b) Name of the PI; (c) Name of the investigator (if different from PI) with the conflict of interest; (d) the nature of the conflict; and (e) how the conflict was managed. All required disclosures and reports should be made to the following University official:

COI Coordinator, Campus Box 0294
UCSF, Office of Ethics and Compliance
3333 California Street, Suite 295
San Francisco, CA 94143-0294
If sent by Fed Ex or UPS, the zip code is 94118

Article XXI - Audit and Records

- A. Financial records, supporting documents and other records pertinent to this Agreement shall be retained by Subcontractor for a period of four (4) years from the date of submission of the final expenditure report, except that records pertaining to audits, appeals, litigation or settlement of claims arising out of performance of this Agreement shall be retained until such audits, appeals, litigation or claims have been disposed of.
- B. All research records, including but not limited to original data and primary data-yielding materials, secondarily derived tables and figures, and statistical tabulations and other summaries, pertinent to this Agreement shall be made available to University upon its request and shall be retained by Subcontractor for a period of four (4) years from the termination date of this Agreement, except that records pertaining to any allegation of scientific misconduct or investigation, appeal, administrative proceeding or litigation relating to any charge arising out of the scientific performance of this Agreement shall be retained until three (3) years after the later of the conclusion of the allegation, investigation, appeal, administrative proceeding, litigation or acceptance by CDC or PHS of a final report pertaining thereto.
- C. Subcontractor acknowledges and agrees that, as part of University's implementation of OMB Circular A-133, University will monitor Subcontractor's performance under this Agreement and, in the event of incomplete performance, University may require Subcontractor to obtain, at Subcontractor's sole expense, an independent audit of costs claimed under this Agreement.
- D. If any audit report reflects major shortcomings in Subcontractor's internal control systems, University may impose more stringent prior approval requirements for certain types of expenditures and/or rebudgeting and may require detailed supporting documentation for all claims for reimbursement until University is satisfied that necessary corrective action has been, or will be taken.
- E. The Comptroller General of the United States, the U.S. Department of Health and Human Services, the University and any of their duly authorized representatives shall have access at any reasonable time after prior written notification to pertinent books, documents, papers and records of Subcontractor in order to make audits, examinations, excerpts and transcripts. In the event that any payment made to the Subcontractor is determined on the basis of such audits to be unallowable the Subcontractor shall promptly refund the unallowable amount to University upon demand.

Article XXII - Civil Rights and Equal Employment Opportunity

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

Article XXIII - Anti-Kickback Act

The Anti-Kickback Act of 1986 is applicable to this Agreement. In compliance with this act, Subcontractor agrees to cooperate fully with any federal agency investigating a possible violation under this act.

Subcontractor agrees to report any violation to the agency inspector general, the head of the agency if the agency does not have an inspector general, or the Department of Justice.

Article XXIV - Debarment and Suspension

Subcontractor certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this agreement by any federal department or agency.

Article XXV - Certification Regarding Lobbying

Subcontractor certifies that:

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

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

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

Article XXVI - Notices

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

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

To Subcontractor: City and County of San Francisco, Department of Public Health
 Attention: Sajid Shaikh
 1380 Howard St., 4th Floor
 San Francisco, CA 94158

Article XXVII - Governing Law

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

Article XXVIII - Entire Agreement

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

Article XXIX - Signatory

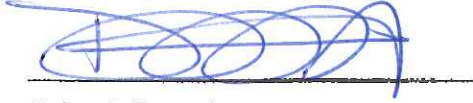
Subcontractor certifies that the signatory has the authority to execute this Agreement on behalf of Subcontractor.

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

The Regents of the University of California

City & County of San Francisco, Department of Public Health

By



Deborah Howard
Subaward Manager
Research Management Services (RMS)
Office of Sponsored Research

Date

7/30/15

By



Name: Tomas J. Aragon

Title: Director of Population Health Division

Date

7/29/15

Scope of Work

In close collaboration with UCSF, SFDPH will provide technical assistance and capacity building for in-country partners in Kenya on all activities in this cooperative agreement. SFDPH personnel will work closely with UCSF personnel, in both the San Francisco and Nairobi offices. Activities will include: support for both Surveillance and Monitoring & Evaluation program areas.

**San Francisco Department of Public Health Subcontract
 Budget Period: 4/1/2016-3/31/2016
 Budget Name: Kenya Strategic Information**

A. Salaries and Wages

Personnel	Position Title	Current Salary	% effort	# mos.	(A) Salary	(B) Benefits	Total
Schwarcz, Sandra	Surveillance Faculty Lead	\$183,300	47%	12	\$86,151	\$30,153	\$116,304
Kellogg, Tim	Sr. Epidemiologist & Statistician	\$105,513	100%	12	\$105,513	\$41,372	\$146,885
Raymond, Henry	KP Faculty Lead	\$121,233	15%	12	\$18,185	\$8,183	\$26,368
Total Personnel			162%		\$209,849	\$79,708	\$289,557

Total Direct Costs	\$289,557
Overhead at 12%	\$34,747
Grand Total	\$324,304

INVOICE

The Regents of the University of California, San Francisco Campus (UCSF)
 Accounting Office, Box 0812
 San Francisco, CA 94143-0812
 Attn: Accounts Payable/Subcontracts Desk
 Tel. No.: 415-476-1349 & 415-476-2835; FAX No.: 415-920-2503

ATTACHMENT C

Subcontractor's Name _____
 Subcontractor's Address _____
 Contact Person _____
 Email Address _____
 Telephone # _____

Subcontract No: _____
 Invoice No: _____
 Period Covered: _____
 Date of Invoice: _____
 Final: Yes _____ No X _____

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

Wire Transfer Info:

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

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

Authorized Subcontractor Signature _____ Date _____

Print Name and Title _____

PI or Delegated Signature _____ Date _____

Print Name and Title _____



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

Issue Date: 07/09/2015



Grant Number: 1U2GGH001520-01 REVISED
FAIN: U2GGH001520

Principal Investigator(s):
GEORGE WILLIAMS RUTHERFORD, MD

Project Title: Enhancing Strategic Information Capacity for HIV/AIDS Programs in Kenya through Surveillance and Epidemiology, Monitoring and Evaluation under the U.S. PEPFAR (Program Area A and Program Area B)

JANE DRAKE
CONTRACTS AND GRANTS OFFICE
650 16TH STREET, 3RD FLOOR
SAN FRANCISCO, CA 94105

Award e-mailed to: cgrasteam@ucsf.edu

Budget Period: 04/01/2015 – 03/31/2016
Project Period: 04/01/2015 – 03/31/2020

Dear Business Official:

The Centers for Disease Control and Prevention hereby revises this award (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,

Angie Tuttle
Grants Management Officer
Centers for Disease Control and Prevention

Additional information follows

Award Calculation (U.S. Dollars)

Salaries and Wages	\$240,992
Fringe Benefits	\$118,322
Personnel Costs (Subtotal)	\$359,314
Supplies	\$14,500
Consortium/Contractual Cost	\$234,804
Travel Costs	\$78,870
Other	\$47,725

Federal Direct Costs	\$735,213
Federal F&A Costs	\$164,787
Approved Budget	\$900,000
Federal Share	\$900,000
TOTAL FEDERAL AWARD AMOUNT	\$900,000

AMOUNT OF THIS ACTION (FEDERAL SHARE) \$0

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

02	\$1,800,000
03	\$1,800,000
04	\$1,800,000
05	\$1,800,000

Fiscal Information:

CFDA Number: 93.067
 EIN: 1046036493A6
 Document Number: 001520GH15

IC	CAN	2015	2016	2017	2018	2019
GH	939012U	\$900,000	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000

SUMMARY TOTAL FEDERAL AWARD AMOUNT YEAR (1)	
GRANT NUMBER	TOTAL FEDERAL AWARD AMOUNT
1U2GGH001520-01	\$900,000
TOTAL	\$900,000

SUMMARY TOTALS FOR ALL YEARS		
YR	THIS AWARD	CUMULATIVE TOTALS
1	\$900,000	\$900,000
2	\$1,800,000	\$1,800,000
3	\$1,800,000	\$1,800,000
4	\$1,800,000	\$1,800,000
5	\$1,800,000	\$1,800,000

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 / Processed: NATIONAL 07/09/2015

SECTION II – PAYMENT/HOTLINE INFORMATION – 1U2GGH001520-01 REVISED

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

DocuSign Envelope ID: 28982515-1F85-4BAE-8A32-52820CEAB983. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

SECTION III – TERMS AND CONDITIONS – 1U2GGH001520-01 REVISED

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.

This award has been assigned the Federal Award Identification Number (FAIN) U2GGH001520. Recipients must document the assigned FAIN on each consortium/subaward issued under this award.

Treatment of Program Income:
Additional Costs

SECTION IV – GH Special Terms and Conditions – 1U2GGH001520-01 REVISED

REVISED NOTICE OF COOPERATIVE AGREEMENT

Funding Opportunity Announcement (FOA): GH15-1543
Award Number: 1 U2G GH 001520 - 01
GRANTEE: UNIVERSITY OF CALIFORNIA, SAN FRANCISCO

ADDITIONAL TERMS AND CONDITIONS

NOTE 1: Purpose: The purpose of this revised notice of award is made to respond to your Technical Review Responses and revised budget submitted 5/1/2015 and revised 5/26/2015 as required in the Notice of Award (NOA) dated 04/02/2015.

NOTE 2: Technical Review: The purpose of this amendment is to approve your Technical Review comments submitted as required in the Notice of Award (NOA) dated 4/02/2015. We have reviewed the material submitted on 05/26/2015 in response to the weakness of the proposal as identified in the Technical reviewers' comments and find it to be acceptable. Therefore, the Technical Review Response Requirement in the Notice of Award has been satisfied.

NOTE 3: Revised Budget: The purpose of this amendment is also made to approve your revised budget submitted to our office on 5/26/2014 as required in the Notice of Award dated 4/02/2015. As a result of this revised budget, funding amounts are distributed and approved as follows:

Budget Category	Budget (modified)	Revised Approved Budget dated 5/22/15	1st partial Award NOA Dated 4/2/15	Revised 1st Partial Award This award	Total Award (To Date)
Salaries & Wages	457,856	564,595	457,856	240,992	240,992
Fringe Benefits	190,040	256,368	190,040	118,322	118,322
Consultant Service	-	-	-	-	-
Equipment	-	-	-	-	-
Supplies	24,919	43,162	12,460	14,500	14,500
Travel Costs	119,723	144,870	39,908	78,870	78,870
Other Costs	134,186	100,238	103,477	47,725	47,725
Consortium/Contractual	680,756	411,599	-	234,804	234,804
Total Direct Costs	1,807,481	1,522,852	803,740	735,213	735,213
Indirect Costs	192,519	277,148	96,259	164,787	164,787
Total Approved Budget	1,800,000	1,800,000	900,000	900,000	900,000

NOTE 4: Over Head Cost, \$34,747:

San Francisco Department of Public Health (SFDPH) overhead cost of \$34,747 is still under review. Information provided is not sufficient. Additional information is required.

- Justification for the 12 % overhead cost. Provide detail of how this overhead is used by SFDPH.

NOTE 5: Release of ADS Restrictions: The purpose of this amendment is to provide a response to your correspondence dated **June 2, 2015** submitted to our office on June 18, 2015 requesting release of ADS restriction in the amount of **\$140,000** from budget Year 1.

As of **July 8, 2015** the following funding is released for the activities originally referenced in Section IV "Human Subjects Data Collection Restrictions" in the Notice of Award based on the submission of **narrative justification stating activities conducted will be limited to technical assistance no human subject data collection activities will be supported by this cooperative agreement.**

- I. Restriction ID Number: **KE-14-001520-01**
 Restricted Activity: National Survey
 Amount Requested to be released: \$20,000
 Decision: **Full Release**
 Amount Released: \$20,000
 Cost Category: Other
 Comments (if applicable): **Funds for preparatory activities are released.**
- II. Restriction ID Number: **KE-14-001520-02**
 Restricted Activity: Key Population Size Estimation
 Amount Requested to be released: \$10,000
 Decision: **Full Release**
 Amount Released: \$10,000
 Cost Category: Other
 Comments (if applicable): **Funds for preparatory activities are released.**
- III. Restriction ID Number: **KE-14-001520-03**
 Restricted Activity: Integrated Bio-Behavioral Surveys
 Amount Requested to be released: \$50,000
 Decision: **Full Release**
 Amount Released: \$50,000
 Cost Category: Other
 Comments (if applicable): **Funds for preparatory activities are released.**
- IV. Restriction ID Number: **KE-14-001520-04**

Amount Requested to be released: \$40,000
Decision: **Full Release**
Amount Released: \$40,000
Cost Category: Other

VI. Restriction ID Number: **KE-14-001520-06**

Restricted Activity: Program Evaluation
Amount Requested to be released: \$10,000
Decision: **Full Release**
Amount Released: \$10,000
Cost Category: Other

VII. Restriction ID Number: **KE-14-001520-07**

Restricted Activity: Implementation Science Studies
Amount Requested to be released: \$10,000
Decision: **Full Release**
Amount Released: \$10,000
Cost Category: Other

For restricted funds that are released due to cancellation of the activity: The grantee is reminded that a release of restricted funds is not equivalent to CDC approval of the activity. Data collection activities may not be conducted until CDC approval has been received, and submitted along with the release of the Human Subjects Data Collection Restriction Release Request Form for review.

The grantee is reminded that unless denoted within the revised Notice of Award, a portion of funds still remain to be restricted. Restricted funds that have yet to be released shall not be withdrawn until approval is received and the restrictions have been lifted by a revised Notice of Award. Conducting any restricted activities without receiving CDC approval will result in enforcement action, which may require repayment of expended funds.

For more information on releasing human subjects data collection restrictions, contact the Kenya CDC DGHA Office.

NOTE 6: Please be advised that grantee must exercise proper stewardship over Federal funds by ensuring that all costs charged to their cooperative agreement are allowable, allocable, necessary and reasonable.

NOTE 7: All the other terms and conditions issued with the original award remain in effect throughout the budget period unless otherwise changed, in writing, by the Grants Management Officer.

PLEASE REFERENCE AWARD AND FOA NUMBER ON ALL CORRESPONDENCE

STAFF CONTACTS

Grants Management Specialist: Francis Muriithi
Centers for Disease Control and Prevention
Procurement and Grants Office
2920 Brandywine RD RM 2712
Atlanta, GA 30341
Email: ifd4@cdc.gov Phone: 770-488-3160

Grants Management Officer: Angle Tuttle
Centers for Disease Control and Prevention (CDC) ;
Procurement and Grants Office
2920 Brandywine Road, MS E-15
Atlanta, GA 30341
Email: atuttle@cdc.gov Phone: (770) 488-2863 Fax: (770) 488-2868

SPREADSHEET SUMMARY
GRANT NUMBER: 1U2GGH001520-01 REVISED

INSTITUTION: The Regents of the UCSF

Budget	Year 1	Year 2	Year 3	Year 4	Year 5
Salaries and Wages	\$240,992				
Fringe Benefits	\$118,322				
Personnel Costs (Subtotal)	\$359,314				
Supplies	\$14,500				
Consortium/Contractual Cost	\$234,804				
Travel Costs	\$78,870				
Other	\$47,725				
TOTAL FEDERAL DC	\$735,213	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000
TOTAL FEDERAL F&A	\$164,787				
TOTAL COST	\$900,000	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000



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



Grant Number: 3U2GGH001520-01W1
FAIN: U2GGH001520

Principal Investigator(s):
GEORGE WILLIAMS RUTHERFORD, MD

Project Title: Enhancing Strategic Information Capacity for HIV/AIDS Programs in Kenya through Surveillance and Epidemiology, Monitoring and Evaluation under the U.S. PEPFAR (Program Area A and Program Area B)

JANE DRAKE
CONTRACTS AND GRANTS OFFICE
550 16TH STREET, 3RD FLOOR
SAN FRANCISCO, CA 94105

Award e-mailed to: cgrasteam@ucsf.edu

Budget Period: 04/01/2015 – 03/31/2016
Project Period: 04/01/2015 – 03/31/2020

Dear Business Official:

The Centers for Disease Control and Prevention hereby awards a grant in the amount of \$900,000 (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,

Angie Tuttle
Grants Management Officer
Centers for Disease Control and Prevention

Additional information follows

Award Calculation (U.S. Dollars)

Federal Direct Costs	\$787,639
Federal F&A Costs	\$112,361
Approved Budget	\$900,000
Federal Share	\$900,000
TOTAL FEDERAL AWARD AMOUNT	\$900,000

AMOUNT OF THIS ACTION (FEDERAL SHARE) \$900,000

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: 001520GH15

IC	CAN	2015
GH	939012U	\$900,000

SUMMARY TOTAL FEDERAL AWARD AMOUNT YEAR (1)	
GRANT NUMBER	TOTAL FEDERAL AWARD AMOUNT
3U2GGH001520-01W1	\$900,000
1U2GGH001520-01	\$900,000
TOTAL	\$1,800,000
SUMMARY TOTALS FOR ALL YEARS	
YR	CUMULATIVE TOTALS
1	\$1,800,000
2	\$1,800,000
3	\$1,800,000
4	\$1,800,000
5	\$1,800,000

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 / Processed: ERAAPPS 07/09/2015

SECTION II – PAYMENT/HOTLINE INFORMATION – 3U2GGH001520-01W1

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 hbstips@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.

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.

This award has been assigned the Federal Award Identification Number (FAIN) U2GGH001520. Recipients must document the assigned FAIN on each consortium/subaward issued under this award.

Treatment of Program Income:
Additional Costs

SECTION IV – GH Special Terms and Conditions – 3U2GGH001520-01W1

REVISED NOTICE OF COOPERATIVE AGREEMENT

Funding Opportunity Announcement (FOA): GH15-1543
Award Number: 1 U2G GH 001520 - 01
GRANTEE: UNIVERSITY OF CALIFORNIA, SAN FRANCISCO

ADDITIONAL TERMS AND CONDITIONS

NOTE 1: – Purpose: The purpose of this Notice of Award is to award **Partial Funding** in the amount of **\$ 900,000**. As a result of this partial funding, **BY01** funding amounts are approved as follows:

- Approved Funding : **\$ 1,800,000**
- Previously awarded funding: **\$ 900,000**
- Partial Funding awarded on this Notice of award: **\$ 900,000**
- Total amount funded to date: **\$ 1,800,000**
- Remaining future funding: **\$ 0**

Approval of the remaining future funding is subject to the availability of funds.

NOTE 2: Approved Budget - With the approval of this partial funding, **Budget Year 01** funding is approved as follows. A summary of the original budget, revised budget and partial funding awarded to date are as follows:

Budget Category	Budget (modified)	Revised Approved Budget dated 6/22/15	1st partial Award NOA Dated 4/2/15	Revised 1st Partial Award	2nd Partial Award This award	Total Award (To Date)
Salaries & Wages	457,856	564,595	457,856	240,992	323,603	564,695
Fringe Benefits	190,040	268,388	190,040	118,322	140,066	258,388
Consultant Service	-	-	-	-	-	-
Equipment	-	-	-	-	-	-
Supplies	24,919	43,162	12,460	14,500	28,662	43,162
Travel Costs	118,723	144,870	39,908	78,870	66,000	144,870
Other Costs	134,186	100,236	103,477	47,725	52,513	100,236
Consortium/Contractual	680,756	411,599	-	234,804	176,795	411,599
Total Direct Costs	1,607,481	1,522,852	803,740	736,213	787,639	1,522,852
Indirect Costs	192,519	277,148	96,268	164,787	112,361	277,148
Total Approved Budget	1,800,000	1,800,000	900,000	900,000	900,000	1,800,000

NOTE 3: Please be advised that grantee must exercise proper stewardship over Federal funds by ensuring that all costs charged to their cooperative agreement are allowable, allocable, necessary and reasonable.

NOTE 4: All the other terms and conditions issued with the original award remain in effect throughout the budget period unless otherwise changed, in writing, by the Grants Management Officer.

PLEASE REFERENCE AWARD AND FOA NUMBER ON ALL CORRESPONDENCE

STAFF CONTACTS

Grants Management Specialist: Francis Murlithi
Centers for Disease Control and Prevention
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SPREADSHEET SUMMARY

GRANT NUMBER: 3U2GGH001520-01W1

INSTITUTION: The Regents of the UCSF