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Committee	e Item	No
Board Ite	m No.	33

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Board of Supervisors Meeting	Date February 8, 2011
	oort nearings) ver Letter and/or Report
OTHER (Use back side if additional control of the c	
Completed by: Andrea Ausberry Completed by:	Date
A	shoot to a document that exceeds 25 names

An asterisked item represents the cover sheet to a document that exceeds 25 pages.

The complete document is in the file.

[Accept and Expend Grant - Integrating I-Tech International AIDS Education and Training Center - \$20,682]

Resolution authorizing the Department of Public Health to retroactively accept and expend a grant in the amount of \$20,682 from the University of California San Francisco to participate in a program entitled "Integrating I-Tech International AIDS Education and Training Center" for the period of April 1, 2010, through March 31, 2011.

WHEREAS, UCSF is the recipient of a grant award from the University of Washington supporting the Integrating I-Tech International AIDS Education and Training Center; and

WHEREAS, With a portion of these funds, UCSF has subcontracted with DPH in the amount of \$20,682 for the period of April 1, 2010, through March 31, 2011; and,

WHEREAS, As a condition of receiving the grant funds, UCSF requires the City to enter into an agreement (the "Agreement"), a copy of which is on file with the Clerk of the Board of Supervisors in File No. 110128; which is hereby declared to be a part of this resolution as if set forth fully herein; and,

WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH for two existing positions, one Senior Physician Specialist (Job Class 2232) at .05 FTE, and one Manager I (Job Class 0922) at .05 FTE, for the period of April 1, 2010, through March 31, 2011; and,

WHEREAS, A request for retroactive approval is being sought because DPH did not receive notification of the contract until December 13, 2010, for a project start date of April 1, 2010; and,

WHEREAS, The budget includes a provision for indirect costs in the amount of \$2,216; now, therefore, be it

Supervisor Wiener
BOARD OF SUPERVISORS

FILE NO. 110128

RESOLUTION NO.

RESOLVED, That DPH is hereby authorized to accept and expend a grant retroactively in the amount of \$20,682 from UCSF; and, be it

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

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

APPROVED:

Signature on file

Office of the Mayor

Signature on file

Office of the Controller

Supervisor Wiener BOARD OF SUPERVISORS

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25

Page 2

City and County of San Francisco

Department of Public Health



Edwin Lee Mayor Barbara Garcia, MPA Director of Health

TO:	Angela Calvillo, C	Clerk of the Boar	d of Supervisor	2		
FROM:	Barbara Garcia, Director of Heal		•		a	
DATE:	January 12, 2011					
SUBJECT:	Grant Accept a	nd Expend				
GRANT TITLE:	Integrating I-Te Training Center	1	al AIDS Educa	tion and		
Attached please fi	nd the original and	d 4 copies of ea	ch of the follow	ing:		
	ant resolution, orig	ginal signed by l	Department			
⊠ Grant inform	nation form, includi	ng disability che	ecklist -			
⊠ Budget and	Budget and Budget Justification					
in the projec	ation: Not Applica t. Award Letter	ble. No applicat	ion submitted.	Asked to pa	rticipate	
Other (Expla	ain):			·		
Special Timeline R	Requirements:					
Departmental rep	oresentative to re	ceive a copy o	f the adopted	resolution:		
Name: Richelle-L	ynn Mojica		Phone: 255-	3555		
Interoffice Mail Ad Community Progr			ice of Quality M	lanagement	for	
Certified copy req	uired Yes 🗌	•	No 🗵			

·					
File Number:(Provided by	O 2 8 y Clerk of Board of Supervisors))			
			•		
		Grant Information For (Effective March 200			
Purpose: Accomfunds.	npanies proposed Board of Supe	ervisors resolutions aut	thorizing a Departm	ent to accept ar	nd expend grant
The following de	escribes the grant referred to in t	the accompanying resc	olution:		
1. Grant Title: I	ntegrating I-Tech International A	AIDS Education and Tr	aining Center	•	r e e e e e e e e e e e e e e e e e e e
2. Department:	Department of Public Health			•	
	AIDS Office HIV Epidemiology Section				•
3. Contact Pers	son: Henry Fisher Raymond	Telephone: 5	54-9093		
4. Grant Approv	val Status (check one):			•	* . *
[X] App	proved by funding agency	[] N	ot yet approved		
5. Amount of G	Grant Funding Approved or Appl	ied for: \$20,682		. •	
	nds Required: \$0 matching funds (if applicable):	***		·	
Administration b. Grant Pass-7 8. Proposed Grafor providing train	e Agency: United States Depart Through Agency (if applicable): ant Project Summary: THE HIV ning to in-county partner in Vietr collection populations.	University of Washingt	on to The Regents	of the Universit	y of California fice is responsible
9. Grant Project	Schedule, as allowed in approv	val documents, or as pi	roposed:		
Start-Da	te: 04/01/2010 End-Date: 0	03/31/2011		•	
10a. Amount buo	dgeted for contractual services:	No			
b. Will contrac	tual services be put out to bid?	N/A		ويوفسو فوفارا سويسريه في	
c. If so, will co requiremen	ontract services help to further the hts? N/A	he goals of the departr	nent's MBE/WBE		
d. Is this likely	y to be a one-time or ongoing re	equest for contracting o	ut? N/A		
11a. Does the bເ	udget include indirect costs?	[X]Yes	[] No		
	much? \$2,216 he amount calculated? 12% of	modified direct costs			
[] Not all	re indirect costs not included? lowed by granting agency (please explain):	[] To maximi	ze use of grant fun	ds on direct serv	<i>i</i> ices
c2. If no indire	ect costs are included, what wo	ould have been the indi	rect costs?		

		these funds retroactive to April 1, 2010. Th	ne Department
Grant Code is: HCAO36/10	0		
Disability Access Checklist	*		
13. This Grant is intended for a	ctivities at (check all that apply):		
[X] Existing Site(s) [] Rehabilitated Site(s) [] New Site(s)	[] Existing Structure(s) [] Rehabilitated Structure(s) [] New Structure(s)	[] Existing Program(s) or Service(s) [X] New Program(s) or Service(s)	
that the project as proposed wi	II be in compliance with the Amerons and will allow the full inclusion	ce on Disability have reviewed the proposa- ricans with Disabilities Act and all other Fed n of persons with disabilities, or will require	deral, State and
Comments:		1	
Departmental or Mayor's Office	e of Disability Reviewer:	Ason Hashimoto	
Date Reviewed: 1/4/V			
	ra Garcia, MPA	Director of Public Health	

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
AIDS Office - HIV Epidemiology Section
I-Tech International AIDS Education and Training Center
04/01/2010 - 03/31/2011

HPH-03 2S/CHS/GNC HCHPDHIVSVGR HCAO36 1000 Dept / Div: Fund Group: Index Code; Grant Code: Grant Detail:

		26.80%					1				
CATEGORY/LINE ITEM	Annua	Annual	Total Annual	% OF	% OF	Monthly		Salary	Frin Ben	Total	ō
	Salany	Frin Ben	SaliFrin Ben	TIME	FTE	Rate	Mth	Budget	Budget	Budget	
A. PERSONNEL		•	;								
NIV SEKUETIDEMICE.CGT					•						
1. Sr. Physician Specialist	200	200								••••••	
י אני שלי מול	780*001	49,009	797,161	, %	0.05	15,258	12.00	9,155	2,453	11,508	
2. Manager i									,	*********	
1 0922 2 H. Raymond Health Bronson Coordinator III	104,113	27,902	132,015	2%	0.05	8,676	12.00	5,208	1.652	6,858	
2593 5 H. Raymond	90,818	. 24,339	115,157	2%	0.05	7,568	0.00	0	c	0	
3. COLA 4%							•	0	0	0	
4. STEP increases 5%		•								0	

00101 SALARIES 00103 FRNG BN SUB TOTAL

18,466

4,106

14,360

0.15

479,333

101,310

378,023

TOTAL SALARY/FRINGE

14,360 4,106 18,466

18,466

TOTAL DIRECT COST

590

A. SALANIES B. MANDATORY FRINGE C. TRAVEL D. EQUIPMENT E. MATERIALS AND SUPPLIES F. CONTRACT / MOU G. OTHER DIRECT COST H. INDIRECT COST (12% of total modified direct costs) TOTAL BUDGET TOTAL BUDGET 8. 4,10 4,10 4,10 4,10 4,10 4,10 4,10 4,10 4,10 4,10 4,10 4,10 4,10 4,10 4,10 4,10 4,10 4,10 5,10 6,10 7,10 7,10 7,10 7,10 7,10 7,10		TANAMON TROUDE	I LIVE		
modified direct costs)	A. SALARIES		FTE H	0.15	14,3
modified direct costs)	B. MANDATORY FRINGE				4,10
modified direct costs)	C. TRAVEL	•			,
modified direct costs)	D. EQUIPMENT				
STS 2% of total modified direct costs) GET	E. MATERIALS AND SUPPLIES				
RECT COSTS 77 COST (12% of total modified direct costs) 77 COST (12% of total modified direct costs) 77 AL BUDGET	F. CONTRACT/MOU				
DIRECT COSTS H. INDIRECT COST (12% of total modified direct costs) 2.21 TOTAL BUDGET	G. OTHER		٠		
	DIRECT COSTS				18,4
	H. INDIRECT COST (12% of total modified din	ect costs)			. 2,2
	TOTAL BUDGET	· .			20,6

SURPL/(DEFICIT)

AWARD

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

I-Tech International AIDS Education and Training Center

BUDGET JUSTIFICATION

(April 1, 2010 - March 31, 2011)

A. B.	PERSONNEL 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
2.	0.05 0922 – Manager I: Henry Fisher Raymond Twelve Month Salary \$5,206 Mandatory Fringe Benefits (@ 26.80%) = \$1,652	\$6,858
risk po	Both employees will provide training in-country partners in Vietnam arou opulation (MARPs) size estimations, sampling methods & data collection.	nd most-at
ŤOTA	Total Salaries Total Fringe AL PERSONNEL:	\$14,360 \$4,106 \$18,466
C.	TRAVEL	\$0
D.	EQUIPMENT	\$0
E.	SUPPLIES	\$0
F.	CONTRACTUAL	\$0
G.	OTHER	\$0
	TOTAL DIRECT COSTS	\$18,466
H.	INDIRECT COSTS (12% of total modified direct costs)	\$2,216
	TOTAL BUDGET:	\$20,682

Subaward 6425sc

between

The Regents of the University of California

and

San Francisco Department of Public Health

CFDA Number: 93.145
Prime Subcontract Number: 694958
DPA / Fund Numbers: 405802 / 83068

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 San Francisco Department of Public Health ("Subcontractor").

WHEREAS. University is the recipient of Prime Subcontract No. 694958 ("Award") from the University of Washington ("Agency") which was awarded Cooperative Agreement, No. U91 HA06801 from United States Department of Health and Human Services, Health Resources and Services Administration for the conduct of a program titled "I-TECH International AIDS Education and Training Center", and

WHEREAS it is considered in the best interests of 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

The Subcontractor shall perform those tasks described in Attachment A - Scope of Work - in conformity with the terms and conditions of the Award, which is included herein as Attachment D. Attachments A and D are incorporated by reference.

Article II - Principal Investigators

Dr. 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 designates Dr. William McFarland as Subcontractor's Project Director who is responsible for the technical and administrative conduct of the project covered by this Agreement, as follows:

- (1) Supervising the progress of work as described in this Agreement and its attachments, including surveillance and assessment of performance.
- (2) Interpreting the Scope of Work.
- (3) Performing evaluation of progress against goals and objectives, and producing required reports.
- (4) Administering this Agreement and any subcontracts issued hereunder in accordance with the applicable federal, state, and University policies, regulations, laws, and requirements.

For purposes of this Agreement, the Project Director is designated as Key Personnel. 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 4/1/2010 ("Commencement Date") and shall not extend beyond 3/31/2011 ("Termination Date") unless agreed to in writing by both parties and permitted by the granting agency. 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 \$20,682.00. This amount shall not be exceeded nor shall any portion be carried forward to future years without the University Principal Investigator's authorization and subsequent formal amendment of this Agreement.
- (2) The cost principles applicable to Subcontractor's type of organization:

- OMB Circular A-21:

Institutions of Higher Education

- OMB Circular A-87:

State, Local and Federally Recognized Indian Tribal Governments

- OMB Circular A-122:

Nonprofit Organizations

- 45 CFR 74, Appendix E:

Hospitals

- 45 CFR Subpart 31.2:

For-Profit (commercial) Organizations

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

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

The most economical mode of travel should be utilized considering the following:

(1) Travel costs claimed shall not exceed amounts prescribed by and allowable under the Subcontractor's travel regulations. No foreign or out-of-state travel shall be allowed under this Agreement without prior written approval of the Principal Investigator. Note: Prior approval for attendance of specified project meetings may have been granted as part of the budget for this Amendment.

(2) All travel expense vouchers shall be supported by a signed statement describing the purpose of the travel.

The services of any consultant or lecturer utilized under this Agreement shall not exceed ten (10) days in any contract year without prior approval of the Principal Investigator. Good faith efforts are required to include a representative number of women and minorities when consultants or lecturer are selected under this Agreement.

Article V - General Regulations

Incorporated into this Agreement by reference, with the same force and effect as if set forth in full text, are all of the terms and conditions of the Award (Altachment D) and all provisions of the Public Health Service ("PHS") Grants Policy Statement (Rev.) April 1, 1994 including addenda in effect as of the beginning date of the budget period, modified appropriately to reflect the circumstances of the contractual relationship created by this Agreement between the University and the Subcontractor.

Incorporated into this Agreement by reference, with the same force and effect as if set forth in full text, are all of the provisions of 45 CFR 74, DHHS General Administration, Administration of Grants.

The information from this Project will be used within the DHHS and may be disclosed outside DHHS as permitted by the Privacy Act of 1974 (5 USC 552a) and the associated Privacy Act Regulations of 45 CFR Part 5b.

Article VI - Modification Requests and Rebudgeting

Subcontractor may rebudget funds awarded for direct costs to meet unanticipated needs in unrestricted categories; however, all requests for rebudgeting requiring HRSA prior approval and all requests for carryforward shall be submitted to University's Principal Investigator for review and submission to University's Contracts and Grants Officer for a formal amendment to this Agreement.

Article VII - 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 Vill - 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 IX - 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 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 PHS 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 University. Inventories taken as of the last day of performance of this Agreement shall be submitted to the central Office of the Pacific AIDS ETC within thirty (30) days of termination of this Agreement.

Article XIII - Program Income

Subcontractor will inform University of any income generated under this Agreement. Subconfractor shall remain accountable for such funds pending direction from University on disposition of these funds. Such funds may be used to further the objectives of the legislation under which the Award was made, with the written approval of the Principal Investigator. Subcontractor shall maintain records of the receipts and disposition of Project-related income in the same manner as required for the Project funds that gave rise to the income.

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 - Notices'

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

To University:

Contracts and Grants Officer

Office of Research Administration

University of California

3333 California Street, Suite 315 San Francisco, CA 94143-0962 Regnier Jurado@ucsf.edu

To Subcontractor:

San Francisco Department of Public Health

Attention: Sajid Shaikh 1380 Howard Street, 4th Floor San Francisco, CA 94103 sajid.shaikh@sfdph.org

Either party may change its own mailing address by giving written notice to the other party in the manner specified in this article.

Article XVIII - CPA Certification

The system of accounting employed by Subconfractor and its subcontractors shall be in accordance with generally accepted accounting principles; and will be applied in a consistent manner so that expenditures can be clearly identified and are sufficient to reflect properly all direct and indirect costs claimed to have been incurred for the performance of this Agreement. The Subcontractor agrees to provide, not later than with the first quarterly billing, a certification from a certified public accountant or an appropriate financial officer that copies of the audited financial statements prepared in accordance with generally accepted accounting principles and any management, reportable condition or internal control letters issued by your auditors be provided to University.

Article XIX - Scientific Integrity

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

Article XX - Objectivity in Research

Subcontractor hereby assures University that it has implemented a policy on conflict of interest that complies with the PHS regulations on Objectivity in Research, 42 CFR 50, Subpart F. Subcontractor's policy will be made applicable to activities under this award. Prior to Subcontractor's expenditure of any funds under this Award, Subcontractor will report to University the existence of a conflict of interest (but not the nature of the interest or other details) found by Subcontractor and assure that the conflict of interest has been managed, reduced or eliminated in accordance with the PHS regulations. For any interest that Subcontractor Identifies as conflicting subsequent to Subcontractor's initial report under this award, the report will be made and the conflicting interest managed, reduced, or eliminated, at least on an interim basis, within sixty (60) days of that identification.

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 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 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The terms "covered transaction," "debarred," "suspended," "participant," "person," "primary-covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this article have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- B. Subcontractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- C. The certification in this article is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- D. Subcontractor shall provide immediate written notice to University if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. Subcontractor shall not knowingly enter into any lower tier-covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. Subcontractor further agrees that it will include this provision titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier-covered Transaction", without modification, in all lower tier transactions and in all solicitations for lower tier transactions.
- F. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier-covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.
- G. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this article. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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, toan, 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 - Governing Law

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

Article XXVII - 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 XXVIII - Nepotism

Subcontractor ensures that it either has policies and procedures in place that address issues of nepotism and favoritism for immediate family members and friends as they relate to this Agreement.

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Page 7 of 8

Article XXIX - Signatory

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

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

The Regents of the University of California

San Francisco Department of Public Health

Reomer Jurado

Manager, Subcontracts Team Office of Sponsored Research Name: Barbara Garcia

Title: Deputy Direct of Health

Date

7/0

Date

12

Scope of Work

San Francisco Department of Public Health (SFDPH) April 1, 2010 – March 31, 2011

MARPs Size Estimation

SFDPH will provide training to in-country partners in Vietnam around most-at-risk populations (MARPs) size estimations, sampling methods & data collection appropriate for different MARPs populations.

Activities:

Prepare and conduct a one-week MARPS surveillance course at the Hanoi School of Public Health.

Staff Allocations:

Willi McFarland - 5% Henry Raymond - 5%

ATTACHMENT B

San Francisco Department of Public Health Subcontract April 1, 2010 - March 31, 2011 Vietnam

Personnel McFarland, Willi Raymond, Henry	Principal Investigator Program Manager	Annual Salary \$183,092 \$104,113	% effort # 1 5% 5%	mos. 12 12	\$9,155 \$5,206	Benefits \$2,453 \$1,653	Total \$11,608 \$6,858
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ATTACHMENT C

The Regents of the University of California Controller's Office, Box 0812 San Francisco, CA 94143-0812 Attn: Accounts Payable/Subcontracts Desk

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Signature & Ti	tle			

UNIVERSITY OF WASHINGTON SEATTLE, WASHINGTON 98193

This Agreement (hereinaster "Subcontract") made this 22nd day of June, 2010 by and between the University of Washington, Seattle, Washington 98195, an agency of the State of Washington (hereinaster "University") and the Regents of the University of California, UCSF, Office of Research Administration, 3333 California Street, Suite 315, San Francisco, CA 94143-0962 (hereinaster "Contractor") Witnesseth:

Whereas the University has been awarded HRSA Cooperative Agreement No. 5 U91 HA06801-05, CFDA No 93.145, therefore, in consideration of the mutual premises hereinafter contained, the parties agree that this Subcontract will be performed in accordance with the following conditions:

GENERAL CONDITIONS

SCOPE OF WORK.

Accomplishment of the work entitled "I-TECH UCSF International AETC" is described in Exhibit A attached hereto and by reference incorporated herein.

II. PERFORMANCE PERIOD

The performance period of the Subcontract will extend from the effective date April 1, 2010, through March 31, 2011 unless amended by written mutual agreement. No expenses will be reimbursed which are incurred prior to the effective date or subsequent to the termination date.

III. ESTIMATED COST AND EXPENDITURE LIMITATION

The University will reimburse the Contractor for actual expenses incurred under the Subcontract but not to exceed \$1,099,774 unless amended by written mutual agreement.

IV. ALLOWABLE COST AND PAYMENT

- A. The University will reimburse the Contractor for direct costs and indirect costs (if applicable) incurred in the performance of this Subcontract, provided that:
 - 1. The total of such costs does not exceed the estimated cost as provided in Article III herein;
 - 2. Such costs were allowable by terms of this Subcontract;

- Such costs are incurred in accordance with Contractor's established policy and procedure; and
- 4. The applicable cost principles were followed given the type of organization as follows: (a) OMB Circular A-21, Educational Institutions, (b) OMB Circular A-122 Nonprofit Organizations, (c) Subpart 31.2 of the FAR, Commercial Firms and Nonprofit Organizations exempt from A-122, (d) OMB Circular A-87, State and Local Governments, and (e) 45 CFR 74, Appendix E, Hospitals.
- B. Reimbursement for indirect costs (if applicable) will be at the rate shown in the budget attachment (Exhibit B hereto) and in no event will be greater than the Contractor's approved Federal indirect cost rate.
- C. The Contractor will submit vouchers to the University for reimbursement at least quarterly, but not more often than monthly, in triplicate to the following address:

Payables Administration 3917 University Way N.E. Seattle, WA 98105-1130

In order for the Contractor to receive payment, these vouchers must be in sufficient detail to indicate clearly the nature of all expenses in the format of the budget attachment (Exhibit B hereto), and reference the Subcontract number. Co-mingling of budgets is strictly prohibited unless advance, written University approval is provided by University's Subcontract Manager. The final voucher is due no later than 60 days following termination.

If this Subcontract is from Federal pass through sources, including all amendments thereto, then the final voucher must be <u>signed</u> and marked "Final" by the Contractor with the following statement:

"The Contractor assures to the University that all expenditures were incurred in full compliance with OMB Circular A-133 or its own applicable audit regulations. Disallowed costs if found during the retention period of this Subcontract will be promptly refunded to University."

If, during the retention period of this Subcontract (see Article XIII. Records), a finding or questioned cost is found related directly to this Subcontract, then the Contractor will promptly notify University in order to proceed with resolution of such matter, as may be required by University's prime sponsor or applicable Federal regulations.

V. BUDGET

- A. Unless otherwise provided in Special Conditions (Exhibit C attached hereto), the following types of expenditures require prior approval of the University's Subcontract Manager, Office of Sponsored Programs, or designee:
 - A 25% reduction in time devoted to the project by the Principal Investigator or Project Director.
 - 2. Transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.
 - Items of general purpose equipment, e.g., office equipment and furnishings, air conditioning, reproduction equipment, automatic data processing equipment, etc.
 - 4. Individual items of equipment costing \$5,000 or more. All such items identified in the budget attachment are automatically approved for acquisition. Title to all equipment acquired by the Contractor shall vest in Contractor upon acquisition subject to the right of the University to recall equipment with an acquisition cost of \$5,000 or more up to 120 calendar days after the expiration of the Subcontract.
 - 5. The subaward, transfer or contracting out of any work except for routine purchase of supplies, materials, equipment or general support services.
- B. In addition to Article V(A), the Contractor may not deviate significantly from the major line items of the budget attachment (Exhibit B hereto) unless specifically approved in advance by the University's Subcontract Manager, Office of Sponsored Programs, or designee.

VI. UNIVERSITY'S PROGRAM DIRECTOR

The University's Program Director is Dr. King Holmes. The Program Director is not authorized to amend or alter this Subcontract. Any such alterations or amendments must be approved by the written mutual agreement of the parties hereto.

VII. CONTRACTOR'S PRINCIPAL INVESTIGATOR

The Contractor's Principal Investigator responsible for conduct of the work contemplated hereunder is Dr. Michael Reyes. No change of Principal Investigator may be made without the prior written approval of the University's Executive Director, Office of Sponsored Programs, or designee.

VIII. TECHNICAL REPORTS

The Contractor must provide to the University's Program Director any interim technical reports concerning the progress of the work that may be requested and a final technical report due within 30 days after the end of the Performance Period.

IX. SAVE HARMLESS

Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents, or students (if applicable), howsoever caused.

X. TERMINATION

If either the University or Contractor determine that termination is in its best interests because of lack of sufficient funds, or other substantial reason, either party may terminate this Subcontract upon 30 calendar days written notice to the other party. In the event of termination, University shall pay Contractor for all reasonable, allocable and allowable costs incurred up to the effective date of termination, not to exceed the total amount of this Subcontract. Upon receipt of formal written notice from one party to the other, the Contractor shall take reasonable and immediate steps to reduce all costs and outstanding obligations under this Subcontract, and shall maintain such documentation for subsequent review by University if requested.

XI. NONDISCRIMINATION

By acceptance of this Subcontract, Contractor agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended, Title IX of the Education Amendments of 1972, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Age Discrimination Act of 1975, as amended, and the Americans with Disabilities Act of 1990.

XII. CERTIFICATION AND COMPLIANCE

By execution of this Subcontract, Contractor certifies to the University that it is not delinquent on any Federal debt pursuant to OMB Circular A-129, and that it or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency pursuant to government-wide regulations (E.O.s 12549 and 12689). In addition, by execution of this Subcontract, Contractor will comply with the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, when the estimated cost of the Subcontract exceeds \$100,000. Violations will be reported to University, the Federal prime awarding agency, and the Regional Office of EPA.

XIII. RECORDS

The Contractor shall maintain acceptable financial management systems during the term of this Subcontract. Such systems shall provide:

- accurate, current and complete disclosure of the financial activity of this Subcontract;
- records that identify the source and application of the University's funds;
- 3. effective control over and accountability for all funds, property and other assets;
- 4. comparison of actual outlays with budgeted Subcontract amounts;
- consistency with the applicable federal administrative requirements and cost principles; and
- accounting records supported by source documentation.

The Contractor's records shall be available to the Federal awarding agency, the Comptroller General of the US, or any of their duly authorized representatives, for the purpose of making audits, examinations, excerpts and transcriptions, if applicable.

In the event this Subcontract is \$500,000 or more using pass through Federal sources, and the Contractor is an organization subject to the uniform administrative requirements of OMB Circulars A-110 or A-102 and arranges for audits that comply with OMB Circular A-133 or equivalent guidelines, the Contractor shall provide one of the following: its most recently completed audit report, its data collection form and reporting package, or a certification statement that there are no findings or questioned costs within the last two fiscal years related to University pass through Federal sources, within 30 days following execution of this Subcontract. Transmittal of this OMB Circular A-133 audit related information should be addressed to the Subcontract Administrator, Office of Sponsored Programs, University of Washington, Box 359472, Seattle, WA 98195-9472.

Other Contractors, such as commercial or for profit entities, may be required to provide University with their most recent audit report or statement on compliance and on internal control prepared by an independent accountant or firm in order for University to meet its requirements to comply with OMB Circular A-133. This audit related information will be due 30 days following execution of the Subcontract. In other certain cases, the Contractor may be required to arrange for a limited scope audit on compliance with the requirements for this Subcontract only. Such an audit prepared by its independent accountant or firm will be due 90 days following termination of the Subcontract. The University will notify these Contractors prior to issuance of the Subcontract if certain audit requirements will be applicable.

in instances of noncompliance with Federal laws and regulations, Contractor shall provide to University within six months of receipt of its audit report or limited scope audit, its plan for corrective action and shall cooperate with University in resolving questions University may have. All such records and reports or statements prepared in accordance with the requirements of OMB Circular A-133 or equivalent guidelines, as appropriate, shall be available for inspection by representatives of University or the government during normal business hours.

Failure to comply with the terms of this paragraph may lead to Subcontract termination in accordance with Article X or other sanctions as noted in OMB Circular A-133.

The financial records of this Subcontract will be retained for a period of three (3) years, with the following qualifications:

- (a) Records related to any audit initiated prior to the expiration of the three-year period shall be retained until the audit findings involving the records have been resolved.
- (b) The retention period starts from the date of the submission of the Contractor's final voucher.

XIV. FEDERAL, STATE AND LOCAL TAXES

Except as may be otherwise provided in this Subcontract, the Subcontract price includes all applicable Federal, State and local taxes and duties.

XIV. DISPUTES

Except as otherwise provided for in this Subcontract, any dispute not disposed of fully and by mutual consent shall be decided by judicial choice of law rules and procedures jointly agreed upon by University and Contractor.

SPECIAL CONDITIONS

The Special Conditions, if any, attached hereto as Exhibit C and by reference incorporated herein, apply to this Subcontract, and in case of any conflict between the General Conditions and the Special Conditions, the latter will prevail.

Approved and Agreed:

UNIVERSITY OF WASHINGTON

Ву

Michael J Blackwell

(name)

Subcontract Manager, OSP

(title)

CONTRACTOR

John Radkowsk

(name)

Contracts & Grants O

(title)

EXHIBIT A SCOPE OF WORK

(See Article I)

. UW 1-TECH Sentor Director.

- A. To carry out us obligations pursuant to HRSA Cooperative Agreement No. 5 U91
 HA00501-05, CDFA No. 93, 145, University of Washington (UW) has an operational unit known as the international Training & Education Center for Health (I-TECH). UW faculty member and employee, Dr. Ann Downer, EdD, is the Executive Director of UW I-TECH. Pursuant to this Subcontract, University of California, San Francisco (UCSF) will provide to UW the services of UCSF faculty member and employee. Or. Michael Reyes, MD, MPH, as the Senior Director for UW I-TECH.
- B. UCSF shall direct Dr. Reyes, as a term and condition of his UCSF employment, that he is obligated in his capacity as UW I-TECH Senior Director:
 - (1) to report to UW faculty member and employee, King K. Holmes;
 - (2) to follow all relevant instructions, directions, rules, regulations, laws, or policies applicable to HW employee; and
 - (3) to keep confidential and not disclose information be generates or receives in his capacity as UW 1-TECH Senior Director unless such disclosure is permitted by UW, melating but not limited to communications covered by the attorney-client privilege.
- C. UW promises to UCSF that it will provide Dr. Reyes a written description of his obligations as UW 1-TECH Senior Director which shall include (1) participation in the authorization of 1-TECH decisions and actions that authoriticate the methodology, substance, and direction of the UW 1-TECH program; (2) country visits to UW 1-TECH programs for assessment, implementation, consultation, or monitoring purposes; (3) representing UW 1-TECH as key global meetings, and (4) identifying and screening consultants and potential employees to be hired by the UW for UW 1-TECH work.
- D. UW promises to UCSF that it will provide Dr. Rayes:
- (1) training and access to appropriate resources so that he can understand and comply with relevant instructions, directions, rules, regulations, laws, or policies applicable to HW employees; and
- (2) while physically located at UW-owned or UW-controlled locations, space and office supply resources necessary to perform as UW I-TECH Senior Director.

- F. Dr. Reyes shall at all times remain an employee of UCSF and shall not be considered an employee of UW. In this regard:
- (1) Without regard to any other provision herein. UW shall not require Dr. Royes to do anything in his capacity as UW 1-TECH Senior Director that is inconsistent with the terms and conditions of his employment with UCSF. If Dr. Royes believes that he has been asked to undertake such activity, he shall bring his concerns to the appropriate UCSF officials who shall, to the extent they does warranted, discuss and attempt to resolve the matter with UW:
- (2) Dr. Reyes will not be entitled from UW to any salary, benefit, protection or processes provided to any UW employee; and
- (3) UCSF shall be solely responsible for evaluating Dr. Reyes' job performance, provided UW shall provide UCSF evaluations of Dr. Reyes' job performance, upon request.
- G. UW and UCSF agree that an independent contractor relationship is created by this Subcontract. UCSF shall not hold itself out to be an employee, partner, agent or joint venture partner of UW. UW shall not hold itself out to be an employee, partner, agent or joint venture partner of UCSF. UCSF will instruct Dr. Reyes that he should hold himself or UCSF out to be an employee, partner, agent or joint venture partner of UW.

University of California, San Francisco (UCSF) through the 1-TECH Senior Director Dr. Michael Reyes, MD, MPH (.70 FTE) is responsible for the cu-management of the International Training and Education Center on HIV (1-TECH), in partnership with Dr. Ann Downer, EdD, 1-TECH Executive Director based at the University of Washington.

Dr. Michael Reyes, as I-TECH Senior Director will participate in the authorization of decisions and actions that authorized methodology, substance and direction of the I-TECH program. This role may include participation in country visits for assessment, implementation, or monitoring purposes and representing I-TECH at key global meetings, and identifying and screening consultants for country work.

Tom Foster, I-TECH Program Manager will be responsible for overall management and direction of the UCSF office, reporting and subcontracted activities, and supervising administrative staff.

UCSF-contributions to L-TECH include direction for the management of work provided by the collaboration between the US training and care provider organizations and the international ABTC. In this capacity, I-TECH/UCSF acts as the Ilaison. This includes management of collaborations with the ABTC National Evuluation Center, Center for HIV Information, National Clinicians' Consultation Center, Francis I. Curry National TB Center. Positive Health Program/ASPIRE, Institute for Global Health (IGH), and other collaborating partners at UCSF.

By March 31, 2011, the 1-TECH/UCSF team will be responsible for the following deliverables:

Nutional Clinicians' Consultation Center (NCCC)

THE NCCC is responsible for:

- Providing PEP-LINE consultation to I-TECH training and tour for the I-TECH Clinical Summit.
- As requested, NCCC will also provide an on-site orientation/tours to the warmline and other NCCC programs to I-TECH domestic and international visitors to UCSF.
- Reports on progress will be made to I-TECH Management Team as requested and data will be provided for progress reports to finder.

Nursing Expertise:

Dr. Carmen Portillo will:

- · Represent I-TECH at global nursing meetings
- Serve as a resource on nursing issues to 1-TECH country program and field managers.
- Serve as a Haison to UCSF's global nursing portfolio of activities
- . Serve as liaison to ANAC (The Association of Nurses in AIDS Care)
- Work with CPMs to integrate funded nursing activities into the 2010 Country Operations Plans whore feasible.
- · Participate in the monthly I-TECH Clinical Steering Committee team and meetings
- Review clinical content of training curriculums as requested by the Clinical Steering Committee team
- · Revisit the 1-TECH Nursing Director position

UCSF Center for HIV Information (CHI) for I-TECH Website: www.golinch.org

I. Website mainteaunce:

The UCSF Center for HIV information will continue to host, maintain, and update the 1-TECH public website. The growth of the website has mirrored that of the 1-TECH project, and the past year has seen a notable increase in original program content. We anticipate that this level of activity will continue or grow in the next project year, and this proposed scope will allow us to be flexible to respond to energing needs while remaining moderate in size

Content Updates: This includes routing and annual updates of sile content, including:

- Static informational pages will be updated pending review by I-TECH program staff (at least once a
 vest)
- Other pages, such as news, publications, homepage, and employment amountements are updated as
 required. Estimated frequency and scope of updates is based on prior years and planning discussions, as
 follows (per month):
 - 1 updated country description,
 - -- 1-2 program highlight features,
 - -. 5 resource database items,
 - I home page image and text refresh,
 - 2-8 job postings, site statistics reports, narrative reports.

Time-sensitive postings, such as job listings or news releases will be completed within 2 working days of receipt. Routine postings will take between 1 and 2 weeks, depending on scope and other work factors, with a time estimate sent within a day of receipt.

Technical: Update/patch software and hardware as required for 99.9% uptime. Test templates and output pages for compliance with Web usubility standards. Maintain streaming media Web server. Maintain mirror development system and backups. Upgrade/amend source code as needed.

Reparting/communications: CHI will submit a brief quarterly report including a narrative description of updates and a summary of website usage. A CHI representative will travel to Seattle 1-2 times/year for planning and working meetings.

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3/23/19

E. Michael Reyes, MD Senior Ducctor

Project Objective:

To provide technical support and guidance to enhance in-country TB/HIV joint collaborative programming in the Caribboan.

Long term outcomes will include:

- > Increused and earlier identification of HIV/I'B co-morbidities
- > Increased access to TB and HIV services
- > Increased quality of care for both TB and HIV
- Enhanced laboratory capacity and timely laboratory diagnosis for TB
- > Enhanced prevention strategies for both diseases

Outcomes/Expected Results

- Caribbean TB guidelines (CTBG) are completed and made available throughout the region
- Revised customized curriculum, facilitator's guide, and job aides to operationalize the CTBG in the target countries
- Medical consultation service made available for clinicians in the region to advise on diagnosis, treatment, and management of TB infected and infectious patients as well as assist NTPs in the event of TB outbreaks. Capacity building and network strengthening for Caribbean consultants
- TB nurses network is established in the Caribbean for TB education and sharing of strategies to address program challenges

Outputs

- CTBG coment finalized and electronic document made available for distribution in print and electronic format
 - Coordinated efforts to meet the needs of PAHO
- Sixteen training modules based on the CTBO revised and managing drug supply module developed
 - · Facilitator Guide
- . Thirteen job alds and algorithms revised
- · TB medical consultation services provided
 - · Quarterly calls or webinars to present cases and have ongoing education
- Convene and facilitate the TB nurses network quarterly conference calls, I call per quarter

Activities

- Offer medical consultation regarding diagnosis, treatment, and management of TB
 infected and infectious patients, and advise NTPs in the event of TB outbreaks via
 CNTC Warmline
- Continue strengthening the TB nurses network in the Caribbean by convening quarterly calls to discuss TB education and program issues and facilitate case presentations
- Pending PAHO and key parmer approval, finalize the CTBG
- · Revise curriculum, which will then be reviewed and finalized by stakeholders
- Post the revised curriculum online (in its entirety and sections) to accommodate ongoing revisions

I-TECH Contacts

This subcontract results from an award to the University of Washington, Department of Global Health for the I-TECH, for which King Holmes, MD, PhD, serves as Principal Investigator. Ann Downer, EdD, serves as I-TECH Executive Director and will serve as the primary contact person on behalf of the University of Washington in regard to programmatic and policy issues. Shelia St. Thomas, (Caribbean Regional Program Manager, I-TECH/UW, sheliautuw e du) will be the primary contact for programmatic, subcontract and fiscal issues. She will be responsible for monitoring the activities contained within the scope of work.

UCSF/Curry Contacts

Michael Reyes, MD, MPH will be the primary UCSF contact and will be responsible for monitoring the activities within the scope of work. Tom Foster, Unit Manager, will be responsible for managing subcontract technical requirements and the reporting requirements. Phillip Hopewell, MD, and Thomas Stuebner, Project Lead, will be the primary contacts for the Francis J. Curry National Tuberculosis Center for programmatic oversight.

Amendment to the Scope of Work

This scope of work may be amended by June 30th, 2010 with written consent of both parties.

Reporting Requirements

We understand that the following guidelines will be followed regarding reporting requirements:

- The project lead from the Francis J. Curry Tuberculosis Center and the I-TECH
 Caribbean Regional Program Manager will have monthly informal phone calls to
 communicate progress on deliverables, as well as any challenges and/or needs for
 support or assistance from I-TECH.
- A final activity report is due to the Caribbean Regional Program Manager no later than June 30, 2010. These reports will be shared with HRSA.

Emuchael Rages

Michael Reves, MD, MPH
1-TECH Senior Director
University of California, San Francisco
50 Beale Street, Suite 1300
San Francisco, California 94105-0661

Research Questions

The proposed study will address three questions:

(1) Unit costs. What does it cost to deliver case management (CM) services to vulnerable patients receiving ART in Ethlopia? What is the cost per unit of service delivered such as person-month of case management services?

(2) Cost-effectiveness using intermediate automes. What is the cost-effectiveness of these services? Because we cannot directly observe potential changes in clinical status within the scope of this study, we will adopt an appropriate intermediate outcome variable such as patients returned to normal functional status or achieving good adherence.

(3) Cost-affectiveness using health outcomes. In an exploratory analysis, we will seek a literature-based method for convexing intermediate outcomes to savings in health costs, to slowed disease progression-improved health status, or both.¹

We believe that the findings will be of value to I-TECH program managers as they consider future funding of the case management project in Bibliopia versus other uses of these funds. In addition, understanding the cost structure of this program will support budgeting activities and may identify opportunities for improved efficiency. Through publication in the scientific literature and dissemination by I-TECH through reports or the web, we aim to contribute to the broader base of knowledge on the relative cost and cost effectiveness of HIV treatment and prevention activities. The exploratory analyses reflected in research question 3 will yield insights about the likely range of cost-effectiveness and will form the basis for possible future cost-effectiveness analyses.

Overview of Analytic Approach

Site relection and analytic period

We plan to analyze cost and services from 16 CM sites, the original six sites where CM was initiated in 2007 and the additional six sites added during 2008. Data will be gathered for the 12 month period, October 1, 2008 - September 30, 2009. As needed, we will obtain staff training and the start-up costs that were incurred before this period.

Analytic Perspective

Unit costs will be evaluated from the perspective of the case management program. The exploratory cost-effectiveness analysis will be conducted from the point of view of the broader health care system.

Costs and unit costs. Cost data will be derived from existing expenditure records. They will be compiled and classified according to the following categories:

- Training (appropriately amortized)
- . Case manager compensation (wages and all benefits)
- · Outreach worker compensation (wages and all benefits)
- Administrative and supervisory costs (Share of administrative staff time including I-TECH CM project management and any personnel time contributed by MoH personnel

- Recurring supplies (Probably minimal)
- · Capital costs including vehicle (Probably minimal)
- Costs entailed by the Patient Support Initiative

Via tables and pic charts, these expenditure data will be presented by site and in aggregate, thus providing a detailed portrayal of program cost structure. We will combine these expenditure data with program services and caseload data derived from the existing services data base (eg. "CM totals.xls" for the study period) to build estimates of unit costs (ie, cost per patient successfully served and per patient-month of service.

Effectiveness

Estimating changes in intermediate outcomes. The effectiveness estimates will be derived from a study entitled Evaluation of the Pilot Case Management Program: A Matched Comparison of Sites. This analysis provides both pre-post and control-program comparisons for outcomes of interests much as functioned status and adherence, and thus affords a potentially excellent source of offectiveness estimates. We will seek to supplement with other pre-post data that may be available at some of the sites.

Estimating changes in health status and medical care costs (exploratory). (1) Relative reduction in disability of patients who experience better clinical results than they otherwise would have. We can use published estimates of disability levels for HIV versus AIDS, but we can also derive more refined gradations of disability or utility estimates it such distinctions would matter in this context (they probably do). We can estimate this by looking at CD4/VL levels in patients at different adherence levels and correlating these with clinical status, it's an open question to me how much we want to model results into the future beyond our empirical data. (2) Reduction in medical care utilization. This analyzis would apply literature-based estimates on the relationship between adherence and medical care utilization. We can then estimate averted medical care costs by applying standardized costs to outpatient visits and hospital days from the AFRO - E region as offered by WHO-Choice. (http://www.who.int/choice/ctt/).

Qualitative information

If there are no IRB obstacles, we propose to administer a structured, open-ended interview guide on the barriers and enablers of efficiency. This would be administered to the CM managers at each of the 16 study sites.

Model development

Cost, output and effectiveness data will be portrayed in a deterministic Excel-based cost and costeffectiveness model. The model will include tabular and graphical representations of primary results
and sensitivity analyses.

Sensitivity analyses

Results will be subject to extensive univariate and multivariate seruitivity analyzes to determine which variables have the greatest effect on unit cost and cost-effectiveness outcomes, and the likely range of unit cost and cost-effectiveness outcomes. Among the variables to be analyzed

Staff costs. After September, 2009, the CM program was integrated with Ministry of Health (MoH) sotivities. Salaries were reduced to Moll norms. Since CM costs are expected largely to consist of personnel expenditures, this probably means reduced unit

costs and, assuming that staff productivity was unaffected by this shift, more fuvorable cost-offectiveness.

Scale. By separating fixed from variable costs, we can explore the potential effect on unit costs of expanding services. We may vary our implicit assumption that CM staff are working at full capacity and explore secontions in which caselouds can increase without proportionate increases in variable personnel costs.

Effectiveness. There are a number of limitations of the program effectiveness data available for this study. Effectiveness estimates will therefore be varied across a range delimited by the interquartile range of effectiveness estimates we derive from the sires or other appropriate ranges.

Relationship between effectiveness, cost ravings and health status. Our exploratory, literature-based estimates of medical cost savings or health status changes can be varied according to the confidence intervals reported in the literature.

Manuscript development

The primary product of this effort will be a manuscript for submission to an appropriate peer reviewed journal.

Summary of Tasks and Timeline

	Activity	Dates
TASK 1	Site visit - Seattle	Completed
TASK 2	Develop study protocols including structured interview guides and instruments for cost and output data compilation	InqA - mate
YASK 3	Ethiopia site visit: Data assessment-collection	May
TASK 4	Cost and output data cleaning and verification including communications with i-Itach, Ethiopia	May - Jund
TASK S	Construct mathematical model	April - June
IASK 6	Extract findings from qualitative interview data on program efficiency	June
TASK 7	Prepare draft manuscript including methods and findings	, July
TASK 8	Phone or in-person meeting with i-Tech staff in Seattle to raview findings	y y fut
TASK 9	Finalite manuscript	August - September
ASK 10	Post submission revisions	November

E michael Rayes

Michael Reyes, MD, MPH I-TECH Senior Director University of California, San Francisco

Position Purpose

The Nyanza-based Technical Program Manager (TPM) provides expertise and leadership in support of FTECH Kenya's work on the implementation of health management information system (HMIS) activities in western Kenya, in collaboration with colleagues in Seattle and Nakobi.

This position has responsibilities for bridging communication between Shettle, Neirobil, and stakeholders within western Kenya about the goals, specifications, and implementation requirements for HMIS. The position will play a critical role in essuring that the systems actives optimal functionality for users in Kenya. The position will provide technical assistance to local counterparts.

- Maintain regular communication with partners including CDC-Kistan, provincial ministres of health, AMPATH, FACES, and other stactronic medical record (EMR)-users in western
 - in addition, as directed, the TPM may be responsible for activities such as:
 - Ensure adoption and use of new OpenMRS reporting functionally at FACES.
 - Work with AMPATH to identify OpenMRS functionally needed and gaps in current system.
 - Provide lochnical assistance as needed to ensure adaptation and use of new OpenMRS reporting functionality at AMPATH.
 - Design, document, analyze, discolop and test OpenMRS software projects as identified by I-TECH in collaboration with Seattle and Natrobi offices.
 - Support implementation of new EMR at Slays District Hospital and/or other sites, including installation, configuration, data entry, data quality procedures and data use to ensure smooth uptake of EMR at alle in collaboration with CDC and EMR
 - Work with CDC in Nyanza to dealgn and implement software projects rolated to the CDC demographic surveillance system (DSS)
 - Participate in developing and delivering training content on programming, in collaboration with Sentile-based colleagues
 - Other duties as assigned

This position reports to I-TECH Kenya Country Director, based in Nairobi.

SARYYVISERY RESERVISIONES H/A Position Complexities This position is besed in Kisumu, Kenya with travel within Kenya. Emichael Rayer 1/3/09

F. Michael Reyes, MD Schior Director

Date

This Scope of Work authors LICSF Measuring Positive Prevention activates related to the pass-through funds being administered by I-TECH "Currently this program is on the scale up phase to provide healthcare workers at the facility-based sites and PLWHA and counselors at the community-based sites with conspetencies, comfort, and skills to discose risk behavior, risk reduction techniques and prevention needs, thereby decreasing HIV transmission, and encourage HIV testing (including parmer testing). During FY10, in collaboration with MOH, Provincial Health Directorate, and other stakeholders, CDC and UCSF staff identified additional sites to expand the intervention to two provinces with high prevalence, Sofuls and Zambezza."

UCSF Portilye Prevention Project

As outlined in the MOZ COP, the UCSF Positive Prevention Tours, consisting of Carol Dawson Rose (Pl and Director), Kelly Johnson, Torniko Conner, and Sarah Gutin will be responsible for:

In FY10, as a continuation of activities, additional PP activities will inclinie

- 1. descripations of the PP ourriculum.
- 2. from master trainers,
- conduct Positive Prevention trainings for facility based care and treatment program managers and staff including the provision of PP toollois to staff and participating organizations (at new project sites in Sofais, Zambezia and possible Gaza province training based on MOB request)
- b) 1-2 ToT for USG clinical partners and affiliated NGOs and CBOs
 - Training for staff from Clinical Care & Treatment partners
 - Training for staff from HBC/community care partners (for example, ANEMO, MOH, and staff from bigger international Home Based Core Partners);
- an exchange study tour for PP implementers in-country to visit other PP sites to establish close collaboration among all sites.
- partners will continue to support existing PLWHA groups through rather small sub-grants and/or procurement
 of items needed by the group (e.g. seeds, Tabirts, transport funds for treatment follow up, etc)."

UCSF PP Project with continue the "collaboration and supporting opportunities with the Mozambiean treatment literacy organization (MATRAM) to incorporate PP messages into their activities at the community level."

Partnership opportunities with "the international organization," Women Organized to Respond to Life.

Threstening Diseases" (WORLD) and a TBD Mozambican Women Association to create prevention projects targeting women and women empowerment opportunities" will be continued.

"Measurable project outcomes consist in tracking behavior changes in PLWHA and direct service providers and implementing and managing M&B systems and tools to monitor outcomes. It is anticipated that 195 individuals (both service providers and individuals) will receive prevention with positives training."

For the purposes of administrative and training support for the UCSF PY Project Mozambique-based activities, ITECH will retain funding for the I-TECH Mozambique office, including:

- 4 1.0 (100%) Salary and benefit support for Dennis Torres for training assistance
- 03 (5%) Salary and benefits for ITECH MOZ program support for Maria Smith, Chris Bachman, and Nicole Archison
- Rental of office space from ITECH MOZ.

APPROVED: E Michael Rayes

11/3/09

H. Michael Reyes, MD Senior Director

Date

I-TECH Namebra Channest Mentor will work in close collaboration with the Namibian Ministry of Health and Social Services (MOHSS), the National and Regional Health Training Centers (NHTC & RITTC), the US Health Resources & Services Administration (HRSA), the US Centers for Disease Control & Prevention - Global Aids Program (CDC/GAP), the US Department of Defense (DOD), and the University of Namibia (UNAM).

The objectives of the Clinical Mentur position are to support decentralized delivery of HIV care, ART, and prevention, and continuous improvement of patient outcomes at all ART delivery sites; promote the application of clustroom learning to clinical settings; improve the quality of clinical care and patient outcomes; and build the capacity of primary care providers to provide comprehensive and integrated care using intrality clinical collaboration, consultation and directed support.

For FY10, the Clinical Mentor will:

- Provide on-site clinical training primarily to medical officers on the management of HIV-infected patients
 according to the Namibian national guidelines, including adult and pediatric ART, PMTCT including early
 infant diagnosis, and the treatment of tuberculosis, STIs and other opportunistic conditions.
- Provide training through clinical consultation, assisting local physicians to problem-solve and helping them with direct patient care as needed.
- Assist in the development of standard operating procedures for the provision of HIV clinical care at the
 ART clinics in collaboration with other relevant departments in the hospital. This may include, for
 example, trouble-shooting problems with patient flow within the clinics, tracking defaulters, or clarifying
 referral pathways by developing appropriate algorithms.
- · Promote, encourage, and assist mentees to do MIV-related operational research.
- . Attend and host DVC and face-to-face Clinical Mentor meetings as applicable.
- Submit a monthly report on mentoring and technical assistance activities including findings, lessons
 learned, best practices, and stories with recommendations for strengthening acryices in the clinics in
 compliance with the national treatment guidelines.
- Provide didectic HIV-related training sessions to health professionals, both in the state and pravate sector, as needed, according to established curricula and using various methodologies (including distance learning)
- Assist as requested with updating and revision of HIV-related training materials and national guidelines.
- Participate as a member of the MOHSS Regional Support visit team for the Region(s) in which the clinical memor is posted and/or for other Regions as requested.

E Michael Rayes

Michael Reyes, MD, MPH I-TECH Senior Director University of California, San Francisco 50 Heale Strpet. State 1300 San Francisco, California 94105-0661 Buckground
Proposed Activities
Travel Support for Data Triunguistion #2 in Namible

These funds will provide support for fravel for UCSF faculty and staff to Namibia to conduct the first triangulation activity in Namibia

The three goals of this activity are a) to enalyze single source data from routinely collected data from HIV/AIDS surveillance and intervention programs, b) to conduct the country-driven data triangulation process to answer key questions prioritized by the country team, and c) to build in-country expacity (individual and institutional) to synthesize, interpret, disseminate, and use data for program improvement including evidence-based policy-change decisions. Thus country-driven approach will enhance ownership and promote sustainability.

This serivity will synthesize data from many sources in Narmbia, including: a) routinally collected data from HIV/AIDS intervention programs such as PMTCT, CT, TB/HIV, and blood donor services; b) surveillance data, including: ANC surveys and AIDS case surveillance; c) population-based surveys such as the Demographic Health Survey; and d) special surveys and impact assessments.

There will be five major activities as follows: a) formation of a country task force in guide the identification of existing data sources and to formulate key questions that can be answered by synthesizing these data and facilitation of stakeholder meetings to identify key questions and data sources; b) conduct data compilation, abstraction and smalyate c) conduct task force meeting(s) to review findings and organize the data (s) for presentation at the stakeholder workshop; d) conduct stakeholder workshop to finalize data interpretation e) work with in-country task fixes to finalize repure.

Planned funds will cover travel costs for a 14 day trip for Hilary Spindler to identify and collect data, as well as funds for a team of 5 faculty and staff from UCSF in lead the final triangulation workshop.

2. Technical Writing Capacity Building Workshop

Using data from existing research studies and/or surveys UCSF/IGH will conduct an intensive scientific writing workshop for CDC-GAP Namibia staff and other in-country partners (including MOH), to analyze and disseminate these results. UCSF faculty (W. McFzrland, G. Rutherford) will travel to Namibia to conduct a one-to-two-week writing workshop, followed on-going menturahip and e-mail support for production of working drafts of publishable papers and reports utilizing Namibion data.

Prior to the workshop, an UCSF/IGH data analysistentiation (H. Spindler) will travel to Namibia prior to assist workshop participants in preparing data for use during the workshop. She will also be available to provide analytical support during the workshop itself.

CDC-GAP Nambis staff and MOH participants will be paired with UCSF faculty and staff for on-going mentorship with the sim to complete the drafts and produce electific popers ready for publication. The goal for each workshop will be to complete draft scientific manuscripts for the majority of participants and provide detailed timelines and next steps for participants who have not completed manuscripts by the end of the workshop.

HUMAN SUBJECTS REVIEW For all activities, CDC protocol for human subjects review will be followed. In most usees the data that will be analyzed will be unlinked from identifiers. Each dataset will be looked at individually and

assessed. Non research determination (or human subjects review, where appropriate) will be rought from UCSF and CDC prior to activities

PROPOSED WORK	TAN AND	TIMELINE
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	A Park S		
Triangulation # 1 final workshop		July 200)
Writing Workshop		May, 20	07

APPROVED:

E michael Rayes

E. Michael Reyes, MD Senior Director

3/17/10 Date

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The University of California San Francisco (UCSF) is one of several U.S. Universities selected to provide training and technical assistance to EIV/AIDS programs domestically and internationally. Using this University rechnical Assistance Program (UTAP), PEPFAR countries are afforded a direct mechanism to support the transfer of HIV/AIDS expertise across continents and commics. UCSF faculty and staff are available to assist with the development of innovative models to address specific program area project activities; to contribute to the implementation of key initiatives to inform national policy; and, to provide training opportunities both locally and internationally, for service providers and program managers on inventive strategies for care and treatment services. To enhance these efforts, we propose to support CDC- Headquarters and CDC-Vietnam in improving the quality of epidemiology training in Vietnam. Phase I will consist of a needs assessment to dotermine the areas of weakness in the current system; Phase 2 will consist of course development and piloting. As funding permits, additional funding will be requested to expand the scope of the course.

Project Description

SYNOPSIS:

Between April 1, 2010 and March 31, 2011, UCSF will begin the implementation of an epidemiology course at the Hanoi School of Public Health (SPH) in Vietnam. Epidemiology is the study of the distribution of disease in a population. The purpose of the training is to improve the knowledge of epidemiology among public health professionals and scientists in Vietnam. The overarching goal is to improve the quality of epidemiological research and surveillance in Vietnam and to increase the number of epidemiological research studies conducted by or in close partnership with Vietnamese nationals in Vietnam. The exact nature of the course will depend on an initial needs assersament.

Background:

The quality of epidemiology training at the schools of public health in Vietnam is currently quite low. The few well-trained epidemiologists and public health workers in Vietnam have received training at institutions outside of Vietnam; yet little of that knowledge trickles down to public health students. At the same time, the designed for epidemiologists and public health workers with at least a basic knowledge of epidemiology is increasing due to the influx of funding to combat HIV/AIDS and other health conditions.

PROJECT DESCRIPTION

UCSF will develop a curriculum, and implement a pilot course, in collaboration with the Hanoi SPH. UCSF, in bonsultation with CDC-Vietnam staff, will conduct an assessment of the needs regarding epidemiology training by interviewing faculty and department beeds at the Hanoi SPH as well as stakeholders at other institutions (such as the National Institute of Hygiene and Epidemiology – NIHE), and reviewing existing course curricula. The needs assessment will also include determining what other institutions in Vietnam should be included in the pilot phase and/or what institutions will implement the course. With consultation from CDC HQ and country staff as well as other appropriate stakeholders, UCSF will then develop on appropriate curriculum for a course or courses to be taught at the Hanoi SPH. The exact content of the course(s) will depend on the needs assessment but will likely be drawn from the following topics:

- Basic epidemiology
- Designing Clinical Research including development of a study protocol
- Outbreak investigation
- Advanced spidemiology
- . Busic biomanistics
- · Respondent-driven sampling

Date

- Survey design and questionnaire development
- · Software for epidemiological research. EpiData, EpiInfo, Stata, SAS
- Data management
- Advanced hiostatistics

After the curriculum has been designed, UCSF will teach the course to a core group of Hanoi SPH faculty at other key stakeholders identified during the needs assessment. The pilot course will be evaluated and revise At the same time, a selected group of Hanoi SPH faculty and other key stakeholders will be invited to UCS and UC Berkeley to stand and/or observe advanced epidemiology courses. For example, they may learn about advanced epidemiology methods that would be particularly useful in Vietnam, such as respondent-drivesampling for hard-to-reach populations. Finally, UCSF will mentor SPH faculty as they teach the course to the students.

Specific activities include:

· Conducting a needs assessment

E. Michael Royes, MD. Senior Director

- . Developing a curriculum for one or more epidemiology courses
- . Conducting a pilot of the course, taught to Hanoi SPH faculty
- . Evaluating the pilot course and revising the curriculum
- Inviting selected Hanos SPH faculty and other key stakeholders to San Francisco/Berkeley to observe an attend advanced epidemiology courses
- Mentoring Hanol SPH faculty as they teach the epidemiology course to SPH students

PROPOSED WORK PLAN AND TIMELINE

Needs assessment visit to Victnam	UCSF with CDC	October 2009
Curriculum development	UCSF .	March 2010
Pilot course and evaluation	UCSF	August 2010
Curriculum revision	UCSF	October 2019
SPH faculty visit to San Francisco	UCSF	November 2010
Mentoring of SPH faculty through course	UCSF	March 2011

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Year 07 UCSF-CORE

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EXHIBIT C SPECIAL CONDITIONS

(See Article V and Special Conditions)

SC-1 PATENT RIGHTS

Whenever any invention which is or may be patentable, is conceived or first actually reduced to practice in the course of this Subcontract, the Contractor shall furnish the University with complete information thereon, in order that the University may carry out the conditions of the prime award with the DHHS with regard to the filling of patent applications and disposition of patent rights under 37 CFR 401.14 or FAR 52.227-11, us appropriate.

SC-2 COPYRIGHTS

Contractor shall own rights to copyrightable materials it solely first develops and delivers under this Subcontract but hereby grants to University an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) solely for the purpose of education and research and to the extent required to meet University's obligations to FIRSA under its prime cooperative agreement.

SC-3 DATA RIGHTS

Contractor shall own rights to data it solely first creates and delivers under this Subcontract but hereby grants to University the right to use data solely for the purpose of education and research and to the extent required to meet University's obligations to HRSA under its cooperative agreement.

SC-4 PUBLICATION

Any publication by the Contractor resulting from work under this Subcontract will carry a footnote acknowledging assistance from the DHHS award held by the University and indicating that fludings and conclusions do not necessarily represent views of the DHHS or the University.

SC-5 REVIEW OF HUMAN SUBJECTS IN RESEARCH PROJECTS

The Contractor assures that adequate safeguards shall be taken whenever using human subjects in research and an institutional review committee composed of sufficient members with varying backgrounds to assure complete and adequate review of projects involving the use of human subjects has reviewed and approved the projects. Informed consent, where appropriate, shall be obtained by methods consistent with Title 45 Code

of Federal Regulations, Part 46, Subpart A, "Protection of Human Subjects," and specifically Section 46.107, "Special Assurances."

SC-6 CARE AND TREATMENT OF LABORATORY ANIMALS

The Contractor assures that whenever warm-blooded animals are used in research, the Contractor shall comply with the applicable portions of the Animal Welfare Act (P.L. 89-544 as amended) and shall follow the guidelines prescribed in DHHS Publication No. 86-23 (NIH), "Guide for the Care and Use of Laboratory Animals."

SC-7 EQUAL EMPLOYMENT OPPORTUNITY

The Contractor sessures compliance with paragraph (1) through (7), Section 202, Executive Order 11246, a copy of which is attached on the last page and made a part of this subcontract.

SC-8 GRANT-RELATED INCOME

The Contractor shall immediately report to the University any income received or anticipated which is generated by activities performed under the Subcontract. The University may then authorize the disposition of such income in accordance with options designated by DHHS.

SC-9 OTHER SPECIAL CONDITIONS

The Contractor agrees to administer this Subcontract in accordance with HHS Grants Policy Statement dated January 1, 2007, including all amendments thereto. This Special Condition supersedes Article V. Budget of this Subcontract in its entirety.

SC-10 OTHER ASSURANCES

The Contractor agrees to fulfill the requirements of any other assurances as may be required by DHHS for the work undertaken by the Contractor. The University further agrees to exercise its best efforts in keeping the Contractor informed of the assurances required.

SC-11 DEBT AND DEBARMENT

By execution of this Subcontract, Contractor assures to the University that it is not delinquent on any Federal debt pursuant to OMB Circular A-129, and that it or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency pursuant to government-wide regulations.

SC-12 MISCONDUCT IN SCIENCE

The Contractor assures that it maintains an administrative review process for dealing with and reporting possible misconduct in science and that it subject to the requirements found in 42 CFR Part 93 ("Public Health Service Policies on Research Misconduct"), or, if not, it agrees to be subject to the policies of the University of Washington for dealing with and reporting possible misconduct in science with respect to research supported through this Subcontract.

SC-13 LOBBYING RESTRICTIONS

The Contractor assures that it is in compliance with 45 CPR Part 93: If this Subcontract exceeds \$100,000 a certification, and a disclosure form, if required, shall be filed with the University in accordance with the Federal regulations.

SC-14 AMERICAN-MADE ITEMS

To the greatest extent practicable, when purchasing equipment or products under this Subcontract, the Contractor should purchase only American-made items.

SC-15 FINANCIAL CONFLICT OF INTEREST

The Contractor assures compliance with the requirements of 42 CFR Part 50, Subpart F, "Responsibility of Applicants for Promoting Objectivity in Research for Which PHS Funding is Sought."

SC-16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The Contractor shall not use protected health information created or shared under this Subcontract in any manner that would constitute a violation of HIPAA Act of 1996 and any regulations enacted pursuant to its provisions.

SC-17 TRAFFICTING VICTIMS PROTECTION

This Contractor is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104), by reference incorporated herein.

EQUAL EMPLOYMENT OPPORTUNITY

(Section 202, Executive Order 11246, September 24, 1965, 30 FR 11269) During the performance of this Subcontract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of mee, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race creed, color, or ristional origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union of workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations; and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Covernment contracts in accordance with procedures sutherized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of Paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

UNIVERSITY OF WASHINGTON SUBCONTRACT NO. 694958

MODIFICATION NO. 1

The University and Contractor Mutually Agree as Follows:

GENERAL CONDITIONS

ARTICLE I. SCOPE OF WORK - is hereby amended to add to the existing Exhibit A, Scope of Work, the attached Exhibit A, Scope of Work.

Exhibit A. Scope of Work, is attached and hereby appended to this Subcontract.

ARTICLE III. <u>ESTIMATED COST AND EXPENDITURE LIMITATION</u> - is hereby amended to increase the Subcontract by \$190,287:

The cumulative total of "\$1,099,774" should be changed to "\$1,290,061."

Exhibit B. Budget is attached and hereby appended to this Subcontract.

ARTICLE V. <u>ALLOWABLE COST AND PAYMENT</u> - is hereby amended to substitute the third paragraph as follows:

C. The Contractor will submit vouchers to the University for reimbursement at least quarterly, but not more often than monthly, to the following address:

UW Center for AIDS Research Box 359931 University of Washington Seattle, WA 98195

All other terms and conditions remain unchanged.

Approved and Agreed on this 9th day of August, 2010 by signatures of authorized officials affixed below:

UNIXERSITY OF WASHINGTON	CONTRACTOR
	and all
	Jerovia -
	TADVOMSKI
Michael J. Blackwell (Name)	JOHN RADKOWSKI (Nacos)TRACTS & GRANTS OFFICER
Subcontract Manager	
(Title)	(Title)

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.	L
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	>A
3. Request for Committee hearing on a subject matter.	20
4. Request for letter beginning "Supervisorinquires".	٠
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 followed:	orwarded to the
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☐ Small Business Commission ☐ Youth Commission	, '
☐ Ethics Commission ☐ Planning Commission	
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Note: For the Imperative Agenda (a resolution not on the printed agenda), use a di	se
a see a dr	derent form.
Sponsor(s): Supervisor Scott Wiener	
SUBJECT: Accept and Expend Grant - Integrating I-Tech International	AIDS
Education and Training Center - \$20,682	
The text is listed below or attached:	
Resolution authorizing the San Francisco Department of Public Health to a	iccept and
expend retroactively a grant in the amount of \$20,682 from the University	of California
San Francisco, to participate in a program entitled "Integrating L-Tech Integrating	mational ATDC
Education and Training Center;" for the period of April 1, 2010, through N	Iarch 31, 2011.
VIAHI	
Signature of Sponsoring Supervisor:	
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For Clerk's Use Only	

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Revised 4/2 .