

File No. 091357

Committee Item No. _____

Board Item No. 44

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Board of Supervisors Meeting

Date December 8, 2009

Cmte Board

- | | | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

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

Completed by: Annette Lonich Date December 2, 2009

Completed by: _____ Date _____

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

44

(

(

(

1 [Accept & Expend Grant –HPV Epidemiology and Responses To Screening.]

2 **Resolution authorizing the San Francisco Department of Public Health (DPH) to accept**
3 **and expend retroactively a grant in the amount of \$12,760 from the University of**
4 **California San Francisco (UCSF), to assist with a project entitled “HPV Epidemiology**
5 **and Response to Screening;” for the period of August 11, 2009 through July 31, 2010.**
6

7
8 WHEREAS, UCSF is the recipient of a grant award from the National Institutes of
9 Health (NIH) to support the project entitled “HIV Epidemiology and Response to Screening;”
10 and,

11 WHEREAS, Through this grant, UCSF has agreed to fund DPH in the amount of
12 \$12,760 for the period of August 11, 2009 through July 31, 2010; and,

13 WHEREAS, This award is issued under the American Recovery and Reinvestment Act
14 (ARRA) of 2009; and,

15 WHEREAS, It is considered in the best interested of the NIH, UCSF and DPH to
16 collaborate on this project; and,

17 WHEREAS, This grant project will be extended by UCSF to July 31, 2011 in the total
18 amount of \$19,324 if DPH meets all of the funder’s requirements in the first year; and,

19 WHEREAS, As a condition of receiving the grant funds, UCSF requires the City to
20 enter into an agreement (the “Agreement”), a copy of which is on file with the Clerk of the
21 Board of Supervisors in File No. 091357; which is hereby declared to be a part of this
22 resolution as if set forth fully herein; and,

23 WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH
24 for one existing position, Senior Physician Specialist (Job Class #2232 at 0.05 FTE) for the
25 period of August 11, 2009 through July 31, 2010; and,

1 WHEREAS, A request for retroactive approval is being sought because DPH was not
2 officially notified by UCSF that funds were awarded until October 29, 2009; and,

3 WHEREAS, The budget includes a provision for indirect costs of \$2,099; now
4 therefore, be it

5 RESOLVED, That DPH is hereby authorized to accept and expend a grant in the
6 amount of \$12,760 from UCSF; and, be it

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

10 FURTHER RESOLVED, That the Director of Health is authorized to enter into the
11 agreement on behalf of the City; and, be it

12 FURTHER RESOLVED, That the Controller is directed to designate all positions
13 funded under this agreement as "G" or grant-funded positions which would terminate when
14 the agreement expires.

15
16
17 RECOMMENDED:

APPROVED:

18
19
20
21 Mitchell Katz, M.D.
22 Director of Health

Office of the Mayor

23
24 Office of the Controller
25



Gavin Newsom
Mayor

Mitchell H. Katz, MD
Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Mitchell H. Katz, M.D.
Director of Health *MH*

DATE: November 16, 2009

SUBJECT: Accept and Expend Resolution for Subject Allocation

GRANT TITLE: HPV Epidemiology and Response to Screening

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

- ☒ Proposed grant resolution, original signed by Department
- ☒ Grant information form, including disability checklist
- ☒ Grant budget and justification
- ☒ Grant award letter from funding agency
- ☒ Agreement (1)

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Grace Alderson

Phone: 554-2655

Interoffice Mail Address: Dept. of Public Health, 101 Grove St., Room 330

Certified copy required Yes ☐

No ☒

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).

File Number: 091357
(Provided by Clerk of Board of Supervisors)

Grant Information Form
(Effective January 2000)

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

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

1. Grant Title: HPV Epidemiology and Response to Screening (HEARTS)
2. Department: Department of Public Health, Population Health and Prevention, Sexually Transmitted Disease (STD) Prevention and Control Services
3. Contact Person: Wendy Wolf Telephone: 487-5501
4. Grant Approval Status (check one):
☒ Approved by funding agency ☐ Not yet approved
5. Amount of Grant Funding Approved or Applied for: Year 1: \$12,760; Total Award over two years: \$19,324
- 6a. Matching Funds Required: \$0
b. Source(s) of matching funds (if applicable):
- 7a. Grant Source Agency: National Institutes of Health-National Institute of Allergy and Infectious Diseases (NIH)
b. Grant Pass-Through Agency (if applicable): University of California, San Francisco (UCSF)
8. Proposed Grant Project Summary:
HPV vaccine development and clinical research has focused on women from the general population and little is known about HPV among indigent women, many of whom experience repeated risk for sexually transmitted infections that continues through the span of their lives. The impact of repeated exposure to HPV, as well as the impact of co-infections like HIV, HCV, gonorrhea, and Chlamydia, on the natural history of HPV infection and HPV-associated disease, is unclear in this population. Moreover, the prevalence of HPV subtypes in this population is unknown, which precludes estimates of potential vaccine effectiveness. A better understanding of HPV among indigent US women could have implications for improvement in health care delivery, particularly regarding HPV vaccine uptake and effectiveness. This two year project will assess the prevalence and variability of cervical HPV and cervical HPV disease (cervical intraepithelial neoplasia); associations with co-infections (i.e., HIV, HCV, gonorrhea and chlamydia) and drug use (e.g., tobacco and crack cocaine.)
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: 8/11/2009 End-Date: Year 1: 7/31/2010
10. Number of new positions created and funded: None. An ASO amendment is not required, as the Funds will be used to partially pay the salary of a position that already exists in the Department:
FTE 0.05 (job class #2232) Senior Physician Specialist.
11. If new positions are created, explain the disposition of employees once the grant ends? Not applicable.
- 12a. Amount budgeted for contractual services: None

- b. Will contractual services be put out to bid? NA
 c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? NA.
 d. Is this likely to be a one-time or ongoing request for contracting out? NA

13a. Does the budget include indirect costs? ☒ Yes ☐ No

b1. If yes, how much? \$2,099 for Year 1

b2. How was the amount calculated? Indirect costs were calculated using the rate established by the Fiscal Office of 26.51% of salaries.

c. If no, why are indirect costs not included?

☐ Not allowed by granting agency

☐ To maximize use of grant funds on direct services

☐ Other (please explain):

14. Any other significant grant requirements or comments:

DPH respectfully requests retroactive approval on this accept and expend resolution because the Department was not officially notified by UCSF that funds were awarded until 10/29/09, when the formal written contract documents were received. Therefore, by the time the resolution is approved and finalized, the start date of the grant (August 11, 2009) will have passed.

a. On-Going Costs: None

b. No funds have been encumbered to date.

****Disability Access Checklist****

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

☒ Existing Site(s)

☒ Existing Structure(s)

☐ Existing Program(s) or Service(s)

☐ Rehabilitated Site(s)

☐ Rehabilitated Structure(s)

☒ New Program(s) or Service(s)

☐ New Site(s)

☐ New Structure(s)

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

Comments: None

Departmental or Mayor's Office of Disability Reviewer: _____

Jason Hashimoto

Date Reviewed: 11/10/09

Department Approval: _____

(Mitchell H. Katz, MD)

(Director of Health)

**HPV EPIDEMIOLOGY AND RESPONSE TO SCREENING (HEARTS)
BUDGET JUSTIFICATION
YEAR 1
8/11/09 – 7/31/10**

A. SALARIES-----\$8,043

1. Principal Investigator (2232) (S. Philip)-----\$8,043
(Annual Salary of \$160,862 x .05 = \$8,043)

This position will act as the Principal Investigator for this Project and will assist in overall study development, provide consultation regarding care referrals for persons with positive tests and will participate in the interpretation of study results and manuscript preparation.

B. MANDATORY FRINGES (32% of salaries)-----\$2,582

C. TRAVEL -----\$ 0

D. SUPPLIES -----\$ 0

E. EQUIPMENT -----\$ 0

F. CONTRACTUAL -----\$ 0

G. OTHER -----\$ 36

Telephone

Funds will be used to pay for the cost of three (3) conference calls between and among project participants. \$12/call x 3 calls = \$36

G. DIRECT COSTS -----\$10,661

H. INDIRECT COSTS -----\$ 2,099
(26.51% of Salaries of \$8,043 = \$2,099)

I. TOTAL BUDGET-----\$12,760



Notice of Award

Issue Date: 08/11/2009



Grant Number: 1R21AI079439-01

Principal Investigator(s):
ELISE D RILEY, PHD

Project Title: HPV Epidemiology and Response to Screening (HEARTS)

Ms. Joan Erica Kaiser
Director, Contracts & Grants
The University of California San Francisco
3333 California Street
Suite 315
San Francisco, CA 94118

Award e-mailed to: cgrasteam@ucsf.edu

Budget Period: 08/11/2009 – 07/31/2010
Project Period: 08/11/2009 – 07/31/2011

Dear Business Official:

The National Institutes of Health hereby awards a grant in the amount of \$188,034 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to UNIVERSITY OF CALIFORNIA SAN FRANCISCO in support of the above referenced project. This award is pursuant to the authority of 42 USC 241 42 CFR 52 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

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

Each publication, press release or other document that cites results from NIH grant-supported research must include an acknowledgment of NIH grant support and disclaimer such as "The project described was supported by Award Number R21AI079439 from the National Institute Of Allergy And Infectious Diseases. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Institute Of Allergy And Infectious Diseases or the National Institutes of Health."

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

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

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

Deanna L. Ingersoll
Grants Management Officer
NATIONAL INSTITUTE OF ALLERGY AND INFECTIOUS DISEASES

Additional information follows

SECTION I – AWARD DATA – 1R21AI079439-01**Award Calculation (U.S. Dollars)**

Salaries and Wages	\$75,048
Fringe Benefits	\$17,890
Supplies	\$32,875
Other Costs	\$13,293
Consortium/Contractual Cost	\$12,760

Federal Direct Costs	\$151,866
Federal F&A Costs	\$36,168
Approved Budget	\$188,034
Federal Share	\$188,034
TOTAL FEDERAL AWARD AMOUNT	\$188,034

AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$188,034
--	------------------

SUMMARY TOTALS FOR ALL YEARS		
YR	THIS AWARD	CUMULATIVE TOTALS
1	\$188,034	\$188,034
2	\$156,969	\$156,969

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

Fiscal Information:

CFDA Number: 93.701
EIN: 1946036493A6
Document Number: RAI079439Z
Fiscal Year: 2009

IC	CAN	2009	2010
AI	8485146	\$188,034	\$156,969

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

NIH Administrative Data:

PCC: M37C / OC: 414A / Processed: INGERSOLLD 08/06/2009

SECTION II – PAYMENT/HOTLINE INFORMATION – 1R21AI079439-01

For payment and HHS Office of Inspector General Hotline information, see the NIH Home Page at <http://grants.nih.gov/grants/policy/awardconditions.htm>

SECTION III – TERMS AND CONDITIONS – 1R21AI079439-01

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


- The grant program legislation and program regulation cited in this Notice of Award.
- Conditions on activities and expenditure of funds in other statutory requirements, such as those included in appropriations acts.
- 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

(See NIH Home Page at 'http://grants.nih.gov/grants/policy/awardconditions.htm' for certain references cited above.)

Salaries and Wages	\$75,048	\$59,165
Fringe Benefits	\$17,890	\$14,104
Supplies	\$32,875	\$32,875
Other Costs	\$13,293	\$13,225
Consortium/Contractual Cost	\$12,760	\$6,564
TOTAL FEDERAL DC	\$151,866	\$125,933
TOTAL FEDERAL F&A	\$36,168	\$31,036
TOTAL COST	\$188,034	\$156,969

Facilities and Administrative Costs	Year 1	Year 2
F&A Cost Rate 1	26%	26%
F&A Cost Base 1	\$139,106	\$119,369
F&A Costs 1	\$36,168	\$31,036

Subaward Agreement

Institution/Organization ("UNIVERSITY") Name: The Regents of the University of California Address: Office of Sponsored Research Division of Contracts and Grants University of California, San Francisco 3333 California Street, Suite 315 San Francisco, CA 94143-0962 Dr. University's PI: Elise Riley, PhD Prime Award Number: R21 AI079439 [ARRA] UCSF DPA / Fund Numbers: 444915 / 33217 CFDA Number: 93.701		Institution/Organization ("COLLABORATOR") Name: City and County of San Francisco Department of Public Health Address: 356 7 th Street San Francisco, CA 94103 EIN: 94-6000417 DUNS: 96-073-9449 Collaborator's PI: Susan Phillip	
Subcontract Number: 5734sc		Awarding Agency: National Institutes of Health – National Institute of Allergy and Infectious Diseases	
Subaward Period of Performance: 8/11/2009 through 7/31/2010		Amount Funded this Action: \$12,760.00	
Est. Total Project Budget: \$19,324.00			
Project Title: HPV Epidemiology and Response to Screening (HEARTS)			
Reporting Requirements [Check here if applicable: <input checked="" type="checkbox"/> See Attachment 4]			
Terms and Conditions			
<p>Unless otherwise stated in this Agreement, these standard terms and conditions shall apply.</p> <p>1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The scope of work and budget for this subaward are detailed in Attachments 5 and 6. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of University.</p> <p>2) University shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. <i>Invoices that do not reference University's subaward number shall be returned to Collaborator.</i> Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.</p> <p>3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to University's Financial Contact NOT LATER THAN forty-five (45) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.</p> <p>4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.</p> <p>5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."</p> <p>6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Authorized Official, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.</p> <p>7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.</p> <p>8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. University shall pay Collaborator for termination costs as allowable under OMB Circular A-21 or A-122, as applicable.</p> <p>9) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Principal Investigator, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change.</p> <p>10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions as identified in Attachment 2.</p> <p>11) By signing below Collaborator makes the certifications and assurances shown in Attachments 1 and 2.</p>			
By an Authorized Official of UNIVERSITY: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  John Radkowski Contracts and Grants Officer Office of Sponsored Research </div> <div style="text-align: center;"> 10-29-09 Date </div> </div>		By an Authorized Official of COLLABORATOR: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> Name: _____ </div> <div style="text-align: center;"> Date _____ </div> </div>	

**Attachment 1
Subaward Agreement**

By signing the Subaward Agreement, the authorized official of COLLABORATOR certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, 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, 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, grant, loan, or cooperative agreement.

2) If any funds other than Federal 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, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the University.

3) The Collaborator 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

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

OMB Circular A-133 Assurance

Collaborator assures University that it complies with A-133 and that it will notify University of completion of required audits and of any adverse findings which impact this subaward.

**Attachment 2
Subaward Agreement
NIH**

Agency-Specific Certifications/Assurances

1. The following assurances/certifications are made and verified by Collaborator's Authorized Official on the face page of this Subaward. Descriptions of individual assurances/certifications are provided in Section III of the PHS 398. 1) Human Subjects; 2) Research Using Human Embryonic Stem Cells; 3) Research on Transplantation of Human Fetal Tissue; 4) Women and Minority Inclusion Policy; 5) Inclusion of Children Policy; 6) Vertebrate Animals; 7) Debarment and Suspension; 8) Drug-Free Workplace; 9) Lobbying; 10) Non-Delinquency on Federal Debt; 11) Research Misconduct; 12) Civil Rights (Form HHS 441 or HHS 690); 13) Handicapped Individuals (Form HHS 641 or HHS 690); 14) Sex Discrimination (Form HHS 639-A or HHS 690); 15) Age Discrimination (Form HHS 680 or HHS 690); 16) Recombinant DNA and Human Gene Transfer Research; 17) Financial Conflict of Interest; 18) Smoke Free Workplace; 19) Prohibited Research; 20) Select Agent Research; 21) PI Assurance.

General terms and conditions:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. 45 CFR Part 74 or 45 CFR Part 92 as applicable. [This is the CFR governing NIH.]
3. The NIH Grants Policy Statement, including addenda, in effect as of the beginning date of the period of performance and found at <http://grants.nih.gov/grants/policy/policy.htm>, except for the payment mechanism and final reporting requirements are replaced with Reporting Requirements and Terms and Conditions on the front page of this agreement.
4. **This paragraph applies only if the prime grant was awarded under expanded authorities.** Expanded Authorities apply, except for the right to initiate an automatic one-time extension of the end date, which is replaced by the need to obtain prior written approval from the University. Any prior approvals are to be sought from the University and not the Federal Awarding Agency.
5. Collaborator assures, by signing this Subaward Agreement, that all Collaborator's personnel who are responsible for the design and conduct of projects involving human research participants have successfully completed their institutional training in accordance with the NIH Guide, Notice OD-00-039.
6. Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or collaborator cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the collaborator upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in the NIH Grants Policy Statement.

Special terms and conditions:

1. Copyrights
Collaborator 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) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet University's obligations to the Federal Government under its Prime Award.
2. Data Rights
Collaborator grants to University the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet University's obligations to the Federal Government under its Prime Award.

3. Objectivity in Research

Collaborator hereby assures University that it has implemented a policy on conflict of interest that complies with the federal regulations on Objectivity in Research, 42 CFR 50, Subpart F. Collaborator's policy will be made applicable to activities under this award. If Collaborator does not have a conflict of interest policy, *it agrees to develop a policy*. Collaborator also certifies that to the best of Collaborator's knowledge, all financial disclosures related to the activities funded by this Agreement have been made. Disclosures must be made by all persons who have responsibility for the design, conduct or reporting of the research. Prior to Collaborator's expenditure of any funds under this Award, Collaborator will report to University the existence of a conflict of interest (but not the nature of the interest or other details) found by Collaborator and assure that the conflict of interest has been managed, reduced or eliminated in accordance with the PHS regulations. For any interest that Collaborator identifies as conflicting subsequent to Collaborator's initial report under this award, the report will be made and the conflicting interest managed, reduced, or eliminated, at least on an interim basis, within thirty (30) days of that identification. *The report must include the following information: (a) Grant/contract number; (b) Name of the PI; (c) Name of the investigator (if different from PI) with the conflict of interest; and (d) Which method was used to protect the involved PHS funded research from bias (eg, managed, reduced, or eliminated). The report should be made to the following University official:*

University Official: (For receipt of information regarding objectivity in research only - NOT for receipt of subcontract)	COI Coordinator, Campus Box 0962 UCSF, Office of Sponsored Research 3333 California Street, Suite 320 San Francisco, CA 94143-0962 If sent by Fed Ex or UPS, the zip code is 94118
--	--

4. As required in its annual appropriations act, NIH, AHRQ and SAMSHA will not reimburse grantees for the Direct salaries of individuals at a rate in excess of the level specified in the annual appropriations language. Accordingly, none of the funds awarded under this Agreement shall be used to pay the salary of an individual at a rate in excess of the amount allowed under Federal law. This limitation applies to any subcontracts under any tier under this Agreement.
5. Hereby incorporated as part of this agreement is the project Scope of Work, included as Attachment 5.
6. Hereby incorporated as part of this agreement is the project Budget, included as Attachment 6.
7. Hereby incorporated as part of this agreement is the Notice of Grant Award as Attachment 7.
8. Carry over of an unobligated balance into the next budget period is not allowed under ARRA (American Recovery and Reinvestment Act) Grants.
9. Cost Sharing
If this agreement contains cost share commitments (either voluntary, committed, or mandatory) then the subrecipient hereby certifies that it has systems and/or processes in place for tracking cost sharing, and will meet all cost share commitments under this agreement.

10. ARRA Terms

Department of Health and Human Services Standard Terms and Conditions
American Recovery and Reinvestment Act of 2009
Division A Funds
Revised July 6, 2009

1. NIH Standard Terms and Conditions

All standard terms and conditions referenced on each NIH Notice of Award (see: <http://grants.nih.gov/grants/policy/awardconditions.htm>) apply unless they conflict or are superseded by the following terms and conditions implementing the American Recovery and Reinvestment Act of 2009 (ARRA) requirements below. In addition to the standard terms and conditions of award, recipients receiving funds under Division A of ARRA must abide by the terms and conditions set out below. The terms and conditions below concerning civil rights obligations and disclosure of fraud and misconduct are reminders rather than new requirements, but the other requirements are new and are specifically imposed for awards funded under ARRA. Recipients are responsible for contacting their HHS grant/program managers for any needed clarifications. Names and contact information of these individuals are provided in Section V of each award.

2. Recipient Reporting

Reporting and Registration Requirements under Section 1512 of the American Recovery and Reinvestment Act of 2009, Public Law 111-5

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 ("Recovery Act") and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) using the reporting instructions and data elements that will be provided online at www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.

3. Preference for Quick Start Activities

In using funds for this award for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of ARRA. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit. (ARRA Sec. 1602)

4. Limit on Funds

None of the funds appropriated or otherwise made available in ARRA may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool. (ARRA Sec. 1604)

5. ARRA: One-Time Funding

Unless otherwise specified, ARRA funding to existent or new awardees should be considered one-time funding.

6. Civil Rights Obligations

While ARRA has not modified awardees' civil rights obligations, which are referenced in the NIH Grants Policy Statement, these obligations remain a requirement of Federal law. Recipients and subrecipients of ARRA funds or other Federal financial assistance must comply with Title VI of the Civil Rights Act of 1964 (prohibiting race, color, and national origin discrimination), Section 504 of the Rehabilitation Act of 1973 (prohibiting disability discrimination), Title IX of the Education Amendments of 1972 (prohibiting sex discrimination in education and training programs), and the Age Discrimination Act of 1975 (prohibiting age discrimination in the provision of services). For further information and technical assistance, please contact the HHS Office for Civil Rights at (202) 619-0403, OCRmail@hhs.gov, or <http://www.hhs.gov/ocr/civilrights/>.

7. Disclosure of Fraud or Misconduct

Each recipient or sub-recipient awarded funds made available under the ARRA shall promptly refer to the HHS Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. The HHS Office of Inspector General can be reached at <http://www.oig.hhs.gov/fraud/hotline/>

8. Responsibilities for Informing Sub-recipients

Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

9. Recovery Act Transactions listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5)(Recovery Act) as required by Congress and in accordance with 45 CFR 74.21 and 92.20 "Uniform Administrative Requirements for Grants and Agreements", as applicable, and OMB A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

(d) Recipients agree to require their sub-recipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

**Attachment 3
Subaward Agreement**

University Contacts	Collaborator Contacts
Administrative Contact (Departmental) Name: Estrella Garcia Address: UCSF Campus Box 0862 San Francisco, CA 94143 Telephone: 415-415-206-3307 Email: egarcia@medsfgh.ucsf.edu	Administrative Contact (Departmental) Name: Wendy Wolf Address: San Francisco Department of Public Health 356 7 th Street San Francisco, CA 94103 Telephone: Email:
Principal Investigator Name: Elise Riley, PhD Address: UCSF Campus Box 0874 Oakland, CA 94612 Telephone: 415-206-4983 Email: eriley@epi-center.ucsf.edu	Project Director Name: Susan Philip Address: San Francisco Department of Public Health 356 7 th Street San Francisco, CA 94103 Telephone: Email:
Financial Contact Name: Accounts Payable Subcontract Payment Desk Address: UCSF Controller's Office 1855 Folsom Street, #425 San Francisco, CA 94143-0812 Telephone: 415-476-2126 Fax: 415- 682-7403 Email: Subcontract@accounting.ucsf.edu	Financial Contact Name: Address: Telephone: Fax: Email:
Authorized Official Name: John Radkowski Contracts and Grants Officer Address: UCSF Office of Sponsored Research 3333 California Street, Suite 315 San Francisco, CA 94143-0962 Telephone: 415-502-4029 Fax: 415-476-8158 Email: john.radkowski@ucsf.edu	Authorized Official Name: Address: Telephone: Fax: Email:

**Attachment 4
Subaward Agreement**

Reporting Requirements

The Following checked Reporting Requirements apply to this Subaward Agreement:

- X** Collaborator agrees to submit interim progress reports if continuation is intended beyond the Termination Date and shall be submitted 90 (ninety) days before the end of the reporting period. Terminal progress reports must be submitted to University within 45 (forty-five) 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.
- Collaborator agrees to submit monthly technical/progress reports to University's Project Director identified in Attachment 3.
- Collaborator agrees to submit quarterly technical/progress reports within thirty (30) days From end of each project quarter to University's Project Director identified in Attachment 3.
- X** 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 NIH all inventions conceived or 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 transmittal. Within ninety (90) days following expiration or termination of this agreement Subcontractor shall submit to University a final invention report.
- (Applicable NASA Grants) The Collaborator agrees to submit to University's Administrative Contact identified in Attachment 3, NASA Form 1679 "New Technology Disclosure" for each discovery of new technology individually and at the time of its Discovery. For a multi-year Subaward Agreement, Collaborator agrees to summarize the Previous year's disclosures on an annual basis by completing NASA Form C-3044, New Technology Summary Report and marking it Interim. The first Interim New Technology Summary Report is due exactly twelve (12) months from the effective date of the Subaward Agreement and anniversary thereafter.
- NASA Form 1679 and NASA Form C-3044 can be located at:
<http://tco.gsfc.nasa.gov/>
- (Applicable EPA Grants) Collaborator agrees to submit to University's Administrative Contact identified in Attachment 3, EPA Form 5700-52A "Minority Business Enterprises/Women-Owned Business Enterprises."
- EPA Form 5799-52A can be located at:
<http://www.epa.gov/osdbu/>

Other Special Reporting Requirements:

FOR SPECIAL ARRA REPORTING REQUIREMENTS PLEASE SEE ATTACHMENT 4A.

Attachment 4A

Reporting Requirements

Definition. "Reporting" includes invoicing, financial reporting, and technical reporting.

Invoicing. Subrecipient must invoice the Prime Recipient:

- ☐ not less often than quarterly
☒ not less often than monthly

Amendment for Updated Reporting Requirements. A unilateral amendment may be issued to update reporting requirements in response to any additional requirements or guidance from the OMB or Sponsor including, but not limited to, the definition of terms and data elements, and specific instructions for reporting and report formats.

Compliance with the American Recovery and Reinvestment Act. Subrecipient must comply with all requirements specified in Division A of the ARRA (Public Law 111-5), including reporting requirements outlined in Section 1512 of the Act.

Responsibilities for Informing Sub-recipients. If Subrecipient issues subawards under this agreement, Subrecipient agrees to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, any CFDA number assigned for ARRA purposes, and amount of ARRA funds. (2 CFR 215.26, 45 CFR 74.26, and 45 CFR 92.26)

Delegation of Reporting in federalreporting.gov. Prime Recipient hereby

☐ delegates ☒ does not delegate ARRA quarterly reporting requirements to the Subrecipient.

Where reporting is delegated, Subrecipient shall directly submit all required data via federalreporting.gov as specified in the OMB memorandum "Implementing Guidance for the Reports on Use of Funds Pursuant to the American Recover and Reinvestment Act of 2009" dated June 22, 2009, or subsequent OMB-issued guidance.

Where reporting is not delegated, Subrecipient shall submit quarterly ARRA reports to the Prime Recipient as follows.

In all cases, Prime Recipient reserves the rights delineated in 2 CFR 215.53 part E, to request additional detail from the Subrecipient as needed to comply with the terms and reporting requirements of the Prime award.

Quarterly ARRA Reports to Prime Recipient

Where Quarterly ARRA Reporting is not delegated, Subrecipient shall submit ARRA reports quarterly, to the **ADMINISTRATIVE AND FINANCIAL** contacts listed on Attachment 3A, due 4/5, 7/5, 10/5, and 1/5 for the duration of the subaward. The Quarterly ARRA Reports shall contain the following:

A. Subrecipient Type.

Subrecipient shall disclose its entity type on Attachment 3b.

B. Performance Site

Subrecipient shall identify the physical location of the primary place of performance of the Subaward, if it differs from the address in Attachment 3B.

(1) Street Address _____

(2) City, State, ZIP Code _____

(3) Congressional District _____

Subrecipient shall report any changes in performance site on the Quarterly ARRA Report.

Attachment 4A
Reporting Requirements
Continued

C. Jobs Created and Retained

(1) A brief description of the types of jobs created and jobs retained in the United States and outlying areas. "Jobs or positions created" means those new positions created and filled, or previously existing unfilled positions that are filled, as a result of Recovery Act funding. "Jobs or positions retained" means those previously existing filled positions that are retained under Recovery Act funding. This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(2) An estimate of the number of jobs created and jobs retained in the United States and outlying areas. At a minimum, this estimate shall include any new positions created and any existing filled positions that were retained to support or carry out Recovery Act projects or activities managed directly by the recipient, and if known, by subrecipients. The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the recipient. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

(3) A job cannot be reported as both created and retained.

D. Most Highly Compensated Officers

Subrecipient shall provide the names and total compensation of the five most highly compensated officers of the Subrecipient entity if the following items (1) and (2) apply.

If either item (1) or (2) does not apply, the Subrecipient's report shall include a statement certifying this.

If these items do apply, but there is no change in the most highly compensated individuals or their total compensation, the Subrecipient's report shall include a statement certifying this.

(1) The Subrecipient in its preceding fiscal year received -

- (a) 80 percent or more of its annual gross revenues in Federal awards; and
- (b) \$25,000,000 or more in annual gross revenues from Federal awards; and

(2) The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 [26 USC § 6104].

"Total compensation" means the cash and noncash dollar value earned by the executive during the Subrecipient's past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

- (i). Salary and bonus.
- (ii). Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R.

Attachment 4A

Reporting Requirements

Continued

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

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

(v). Above-market earnings on deferred compensation which are not taxqualified.

(vi). Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

E. Technical Reporting.

Subrecipient will include a brief update on cumulative programmatic achievements, including significant deliverables or milestones reached.

F. Area of Benefit.

Subrecipient will note the geographical area(s) benefited by the project.

G. Vendor Payments in Excess of \$25,000.

Subrecipient must report, for any payments to a single vendor greater than \$25,000, the identity of the vendor. Subrecipient shall report the vendor name and D-U-N-S number if available. If the D-U-N-S is not available, the Subrecipient shall report on the vendor name and zip code of the vendor's headquarters.

DETAILED BUDGET FOR SUBCONTRACT YEAR 1 DIRECT COSTS ONLY					FROM 8/11/2009	THROUGH 07/31/10	
PERSONNEL (Applicant organization only)			TYPE APPT. (months)	% EFFORT ON PROJ.	INST BASE SALARY	DOLLAR AMOUNT REQUESTED (omit ce	
NAME	ROLE	SALARY REQUESTED				FRINGE BENEF ITS	TOTALS
Susan Phillips Philip	Principal Investigator	12	5%	160,862	8,043	2,582	10,625
Jeffrey Klausner	Other Significant Contributor	12			no salary support; effort as needed		
					0	0	0
SUBTOTALS					8,043	2,582	10,625
CONSULTANT COSTS							
EQUIPMENT							0
SUPPLIES							0
TRAVEL							0
PATIENT CARE COSTS		INPATIENT					0
		OUTPATIENT					0
ALTERATIONS AND RENOVATIONS							0
OTHER EXPENSES							
Conference calls (3x\$12) 36							36
SUBTOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD						\$	10,661
INDIRECT COSTS *							2,099
GRAND TOTAL FOR INITIAL BUDGET PERIOD						\$	12,760

* 26.51% of salaries

