File	No.	100015

Committee Item No.

Board Item No.

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Board of Su	pervisors Meeting		Date <u>January 12, 2010</u>
Cmte Boar	rd		
	Motion Resolution Ordinance Legislative Digest Budget Analyst Report Legislative Analyst Report Youth Commission Report Introduction Form (for hearing Department/Agency Cover Lett MOU Grant Information Form Grant Budget Subcontract Budget Contract/Agreement Award Letter Application Public Correspondence	-	l/or Report
OTHER	(Use back side if additional sp	ace is	needed)
Completed I	y: Annette Lonich	Date	January 7, 2010
Completed I		_Date_ Date	<u> </u>
COMBREGE L	Jy.	_Late_	

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

8.13

[Accept & Expend Grant -CDC Kenya-Monitoring and Evaluation - \$48,837]

Resolution authorizing the San Francisco Department of Public Health (DPH) to accept and expend retroactively a grant in the amount of \$48,837 from the Regents of the University of California, to assist with a project entitled "CDC Kenya—Monitoring and Evaluation;" for the period of November 1, 2009 through August 31, 2010.

WHEREAS, The Regents of the University of California is the recipient of a grant award from the Centers for Disease Control (CDC) Department of Health and Human Services to support the project entitled "CDC Kenya—Monitoring and Evaluation;" and,

WHEREAS, It is considered in the best interest of the CDC Department of Health and Human Services, The Regents of the University of California, and DPH to collaborate on this project; and,

WHEREAS, Through this grant, The Regents of the University of California has agreed to fund DPH in the amount of \$48,837 for the period of November 1, 2009 through August 31, 2010; and,

WHEREAS, As a condition of receiving the grant funds, The Regents of the University of California 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. 100015 which is hereby declared to be a part of this resolution as if set forth fully herein; and, Accept and Expend – National Endowment for the Arts Grant - \$50,000

WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH for two existing positions, Senior Physician Specialist (Job Class #2232) at 0.10 FTE and Health Program Coordinator III (Job Class #2593) at 0.20 FTE, for the period of November 1, 2009 through, August 31, 2010; and,

Supervisor Dufty BOARD OF SUPERVISORS FILE NO.

RESOLUTION NO.

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WHEREAS, A request for retroactive approval is being sought because DPH received the amended funding award on November 25, 2009; and,

WHEREAS, The budget includes a provision for indirect costs of \$5,233; now therefore, be it

RESOLVED, That DPH is hereby authorized to accept and expend a grant in the amount of \$48,837 from The Regents of the University of California; 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; and, be it

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

RECOMMENDED:

APPROVED:

Mitchell Katz, M.D. Director of Health

Office of the Mayor

23

Office of the Controller

1-5-b

INTRODUCTION FORM

By a member of the Board of Supervisors or the Mayor

Time Stamp or Meeting Date

I hereby submit the following item for introduction:				
1. For reference to Committee: An ordinance, resolution, motion, or charter amendment. X 2. Request for next printed agenda without reference to Committee 3. Request for Committee hearing on a subject matter. 4. Request for letter beginning "Supervisor inquires". 5. City At torney request. 6. Call file from Committee. 7. Budget Analyst request (attach written motion). 8. Substitute Legislation File Nos.				
Please check the appropriate boxes. The proposed legislation should be forwarded to the following:				
☐ Small Business Commission ☐ Youth Commission				
☐ Ethics Commission ☐ Planning Commission				
☐ Building Inspection Commission				
Note: For the Imperative Agenda (a resolution not on the printed agenda), use a different form.]				
Sponsor(s): Supervisor Bevan Dufty				
SUBJECT: Accept and Expend Grant - CDC Kenya - Monitoring and Evaluation				
Signature of Sponsoring Supervisor: For Clerk's Use Only:				

City and County of San Francisco

Department of Public Health



Gavin Newsom Mayor

Mitchell H. Katz, MD Director of Health

10:		_	Clerk of the Board of Supervisors
FRO	OM:	Mitchell H. Kat Director of Hea	z, M.D. W.C.
DAT	E:	December 15, 20	009
SUE	BJECT:	Accept and Ex	pend Resolution for Subject Allocation
GR	ANT TITLE:	CDC Kenya—N	lonitoring and Evaluation
Atta	ched please f	ind the original an	d 4 copies of each of the following:
\boxtimes	Proposed gr	ant resolution, ori	ginal signed by Department, Health Commission
\boxtimes	Grant inform	ation form, includ	ing disability checklist
\boxtimes	Grant budge	et and justification	
\boxtimes	Agreement (1)	
Spe	cial Timeline R	equirements:	
Dep	artmental rep	presentative to re	eceive a copy of the adopted resolution:
Nan	ne: Grace Ald	erson	Phone: 554-2655
Inte	roffice Mail Ad	dress: Dept. of Po	ublic Health, 101 Grove St., Room 330
Cert	ified copy rea	uired Yes	No ⊠

[Accept & Expend Grant -CDC Kenya-Monitoring and Evaluation.]

Resolution authorizing the San Francisco Department of Public Health (DPH) to accept and expend retroactively a grant in the amount of \$48,837 from the Regents of the University of California, to assist with a project entitled "CDC Kenya—Monitoring and Evaluation;" for the period of November 1, 2009 through August 31, 2010.

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WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH for two existing positions, Senior Physician Specialist (Job Class #2232) at 0.10 FTE and Health Program Coordinator III (Job Class #2593) at 0.20 FTE, for the period of November 1, 2009 through, August 31, 2010; and,

FILE NO.

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RESOLUTION NO.

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

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

RECOMMENDED:

APPROVED:

Mitchell Katz, M.D. Director of Health

Office of the Mayor

23

Office of the Controller

BOARD OF SUPERVISORS

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RECOMMENDED:

APPROVED:

Mitchell Katz, M.D.

Director of Health

Office of the Mayor

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Office of the Controller

File Number:(Provided by	Clerk of Board of Supervisors)	
		<u>ormation Form</u> January 2000)
Purpose: Accomp		rs resolutions authorizing a Department to accept and
The following des	cribes the grant referred to in the ac	ccompanying resolution:
1. Grant Title:	CDC Kenya – Monitoring and E	Evaluation
2. Department:	Department of Public Health Al	DS Office HIV Epidemiology Section
3. Contact Perso	n: Henry Fisher Raymond	Telephone: 554-9093
4. Grant Approva	Status (check one):	
[x] Approve	ed by funding agency	[] Not yet approved
5. Amount of Gra	int Funding Approved or Applied for	r: \$48,837
6a. Matching Fund b. Source(s) of m	ds Required: No natching funds (if applicable): N/A	
		ol (CDC) Department of Health and Human Services Regents of the University of California
The CDC Kenya Min-country partners	s around most-at-risk populations (I	ms to provide technical assistance and training to Kenyan MARPs) size estimations. Technical assistance includes opriate for different MARP populations.
9. Grant Project S	chedule, as allowed in approval do	cuments, or as proposed:

Start-Date: November 1, 2009 End-Date: August 31, 2010

- 10. Number of new positions created and funded: The grant does not require an ASO amendment and partially reimburses the department for two existing positions:
- 0.10 FTE Senior Physician Specialist (Job Class #2232)
- 0.20 FTE Health Program Coordinator III (Job Class #2593)
- 11. If new positions are created, explain the disposition of employees once the grant ends? N/A
- 12a. Amount budgeted for contractual services: N/A
 - b. Will contractual services be put out to bid? N/A
 - c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? N/A
 - d. Is this likely to be a one-time or ongoing request for contracting out? N/A

13a. Does the budget include indirect costs? [x] Yes [] No b1. If yes, how much? \$5,233 b2. How was the amount calculated? 12% of total c. If no, why are indirect costs not included? N/A [] Not allowed by granting agency [] To maximize use of grant function of the control of the costs of th	
14. Any other significant grant requirements or comments: DPH respectfully requests for approval to accept and expend these funds retroactive because the Department received the amendment of the funding award on November	
Disability Access Checklist*	
15. This Grant is intended for activities at (check all that apply):	
[X] Existing Site(s) [] Rehabilitated Site(s) [] Rehabilitated Structure(s) [] New Site(s) [] New Structure(s) [] New Structure(s)	am(s) or Service(s) s) or Service(s)
16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have and concluded that the project as proposed will be in compliance with the Americans all other Federal, State and local access laws and regulations and will allow the full ir disabilities, or will require unreasonable hardship exceptions, as described in the con	with Disabilities Act and nclusion of persons with
Comments:	·
Departmental or Mayor's Office of Disability Reviewer: Jason Hashimoto	
Date Reviewed: 12/15/01	
Department Approval: Mitchell Katz, M.D. Director of Public H	

San Francisco Department of Public Health (SFDPH)

AIDS Office HIV Epidemiology Section

CDC Kenya – Monitoring and Evaluation (M&E)

Budget Justification 11/1/2009 – 8/31/2010

A. PERSONNEL & MANDATORY FRINGE

1.	0.10 FTE 2232 – Senior Physician Specialist: Willi McFarland	
	Annual Salary \$183,092 x 0.10 FTE for 10 months = \$15,258	
	Mandatory Fringe Benefits (@ 26.8%) = \$4,089	\$19,347

2. 0.20 FTE 2593 – Health program Coordinator III: H. Raymond III
Annual Salary \$114,784 x 0.20 FTE for 10 months = \$19,131
Mandatory Fringe Benefits (@ 26.8%) = \$5,127 \$24,258

Both employees to provide technical assistance and training to Kenya in-country partners around most-at-risk populations (MARs) size estimations.

3. COLA/STEP increases:

The salary expenditures are based on the rates per job classification and per Labor Union Agreements. The cost for COLA is as follow: COLA @ 4% = \$0 and STEP Increases @5% = \$0

	TOTAL PERSONNEL:	\$43,604
B.	TRAVEL	\$0
C.	EQUIPMENT	\$0
D.	MATERIALS AND SUPPLIES	\$0
E.	CONTRACTUAL	\$0
F.	OTHER	\$0
G.	INDIRECT COSTS (12% of total modified direct costs)	\$5,233
	TOTAL BUDGET:	\$48,837

/11/2009 1:39 PM

Revised

HPH-03 2S/CHS/GNC HCHPDHIVSVGR Dept / Div:

SAN FRANCISCO DEPARTMENT OF PUBLIC H...... A AIDS Office - HIV Epidemiology Section CDC Kenya - Monitoring and Evaluation (M&E) November 1, 2009 - August 31, 2010

Fund Group: Index Code:

0060 Grant Code: Grant Detail:

CATEGORY/LINE ITEM	Annual Salary	26.80% Annual Frin Ben	Total Annual % OF SaifFrin Ben TIME	% OF TIME	% OF	Monthly Rate	Æ	Salary	Frin Ben Budget	Total	
A. PERSONNEL HIV SEROEPIDEMIOLOGY											· · · · · · · · · · · · · · · · · · ·
1 Sr. Physician Specialist 2232 7 W. McFarland	183,092	49,069	232,161	10%	0.10	15,258	5	15,258	4,089	19,347	•
2 Health Program Coordinator III 2593 5 H Fisher Raymond	114,784	30,762	145,546	. 50%	0.20	9,565	6	19,131	5,127	24,258	
3 COLA 4%		***************************************						o	0	0	
4 STEP increases 5%								0	-	0	
THE STANDARD			T			T	-		T		

9,216	
34,388	
0.30	
377,707	
79,831	
297,876	
TOTAL SALARY/FRINGE	

34,388 9,216 43,604

43,604

00101 SALARIES 00103 FRNG BN SUB TOTAL

g. Out-of-Jurisdiction Travel (02101) C. TRAVEL 1. Local Travel (02301)

Sub Total TRAVEL

D. EQUIPMENT

Non Inventorial Equipment
 Sub Total EQUIPMENT

E. MATERIALS AND SUPPLIES1. Office Supplies (04951)2. Food (04699)3. Laboratory Supplies (04431)4. Educational Supplies

Sub Total SUPPLIES

F. CONTRACTUAL SERVICES (02789)

1. UCSF 2. PHFE

Sub Total CONTRACTS

G. OTHER

1. Rent support/mtg fac (03011) 2. Telephone/Com (03241) 3. Postage (03561)

0000000000000

4. Delivery/Courier srve (03621)
5. Reproduction/Photocopy
a. Photocopier Leasing (03131)
b. Photocopier Maint (02931)
c. Repro Srve (in House)(081PR)
6. Print/Silde Srve (Outside)(03552)
7. Promotion/Advertisement (03399)
8. Frozen Storage Facility (03031)
9. Staff Training (02201)
10. BSS Stipends(02783)

Sub TOTAL OTHER

TOTAL DIRECT COST

Page 1 of 2

43,604

Revised Date: 12/11/2009 1:39 PM

HPH-03 2S/CHS/GNC HCHPDHIVSVGR

Dept / Div: HPH-03 Fund Group: 2S/CHS/C Index Code: HCHPDH Grant Code: 6000

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
AIDS Office - HIV Enidemiology Souther

Frin Ben Total Briting Burings	The state of the s		8	v	0	0	0		0	¥	m	7		0
Total			34,388	9,216	J	J		0	J	43,604	5,233	48,837	48,837	9
Frin Ben Budget														
Salary				•										
*														
Monthly Rate						,								
% OF			0.30											
7. 1.8 1.8 1.8 1.8 1.8 1.8 1.8 1.8 1.8 1.		MMARY	FTE =											
Total Annual % OF Salfrin Ben TIME		BUDGET SUMMARY												
Z6.80% Annual Frin Ben											ect cost)			
Annual Salary	***************************************						, 0				al modified din			
CATEGORY/LINE ITEM			A. SALARIES	B. MANDATORY FRINGE	C. TRAVEL	D. EQUIPMENT	E. MATERIALS AND SUPPLIES	F. CONTRACT / MOU	G. OTHER	DIRECT COSTS	H. INDIRECT COST (12% of total modified direct cost)	TOTAL BUDGET	AWARD	SURPL/(DEFICIT)
CATI													596	

Subaward Agreement

Name:

Address

Institution/Organization ("UNIVERSITY")

Name: The Regents of the University of California

Address: Office of Sponsored Research

Ofvision of Contracts and Grants University of California, San Francisco 3333 California Street, Suite 315 San Francisco, CA 94143-0982

San Francisco, CA 94103 EIN: 94-6000417

DUNS: 96-073-9449 Collaborator's Pt: Dr. William McFartand

Dr. University's Pl.: Dr. George Rutherland

Prime Award Number: UTGPS001814 UCSF DPA / Fund Numbers: 444250 / 24092

CFDA Number: 93,067

Subcontract Number: 5745sc

356 7⁶ Street

Institution/Organization ("COLLABORATOR")

Awarding Agency: Notional Institutes of Health - National Contentor HIV, Viral Repatitis, STDS and TB Prevention

Subaward Period of Performance: November 1, 2009 2011/2000 through 7/31/2010 through August 31, 26

Amount Funded this Action: Est. Total Project \$48,837.00 Budger: \$250,000.00

City and County of San Francisco

Department of Public Health

Project Title: CDC Kerrys - Monitoring and Evaluation (M&E)

Reporting Requirements (Check here it applicable: 23 See Attachment 4)

Terms and Conditions

Unless otherwise stated in this Agreemers, these standard terms and conditions shall apply.

- () University hereby asserts a cost reimbursable subsward, as described above, to Collaborator. The scope of work and budget for this subsward as a described in Attachmenta 5 and 6, in its performance of subaward work, Collaborator shall be an independent shifty and not an employee or agent of University.
- 2) University shall relimitare Collaborator not more often than monthly for allowable costs. All invoces shall be submitted using Collaborator's standard vivoice, but at a minimum effect for current and casmidative costs (including cost sharing), subarrand number, and certification as to furth end accuracy of invoice. Invoices that do not reference University's subsected member shall be referenced to Collaborator. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Passocial Contact, as shown in Attachment 3.
- 3) A final statement of curriculative costs insurred, including cost sharing, marked "FINAL," must be submitted to University's Financial Contact NOT LATER THAN forly-the (45) days after subsward and date. The final statement of costs shall constitute Collaborator's final financial report.
- 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 such finding against the Colleborator.
- 5) Matters concerning the technical performance of this subsward should be directed to the appropriate party's Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts chief in this subsensed 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 subsensed agreement require the written approval of each perty's Authorized Official, as shown in Attachment 3.
- 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.
- 5) Either party may terminate this agreement with thirty days written notice to the appropriate party a Administrative Contact, as shown in Attachment 3. University shall pay Cottaborator for termination posts as allowable under OMB Clauder A-21or A-122, as applicable.
- 2) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to sind received by the Principal investigator, as shown in Attachment 3, not less than thing days prior to the desired effective date of the requested change.
- 10) The Subsword is subject to the terms and conditions of the Prime Award and other special terms and conditions as identified in Attachment 2.

11) By storing below Colleborator makes the certifications and scaurances shown in Attachments 1 and 2

By an Audiorope Official of UNIVERSITY

∕a-3e-₀₅

Name:Barbara Garela

The same

Jego-Fladkowski

Contracts and Grants Officer

Office of Sponsored Research

Date

Deputy Director of Realth

By air Adbogued Official of COLLABORATOR

Attachment 1 Subswerd Agreement

By signing the Suberment Agreement, the subtrained official of COLLABORATCR contribes, to the best of higher impressing and pales, that

Certification Regarding Locoving

- 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 iount, 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 intending to influence an efficer or employee of any agency, a Member of Congress, an efficer 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 falls to file the required certification shall be subject to a civit penalty of not less that \$10,000 and not more that \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Collaborator certifies by signing this Subaward Agreement that neither it not 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 if compiles 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 Subsward Agreement WH

Agency-Specific Certifications/Assurances

 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; 5) 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) Salect Agent Research; 21) FI Assurance.

General terms and conditions:

The restrictions on the expenditure of lederal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.

45 CFR Part 74 or 45 CFR Part 92 as applicable. [This is the CFR governing NIH.]

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. 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:

Conviolità

Collaborator grants to University an irrevocable, royally-free, non-transferable, non-exclusive right and ficense 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.

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.

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3. Objectivity in Egsegrah

Collaborator heroby 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, a 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 klentifies 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 Pt. (c) Name of the involved Pt-IS funded research from Pt) with the conflict of interest, and (d) Which method was used to protect the involved Pt-IS 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, AHHQ and SAMSHA will not remburse grantees for the Direct salaries of individuals at a rate in excess of the level specified in the armuel 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.
- Hereby incorporated as part of this agreement is the project Budget, included as Attachment 6.
- Hereby incorporated as part of this agreement is the Notice of Grant Award as Attachment 7.
- Carry over of an unobligated balance into the next budget period requires University
 Principal Investigator prior approval and subsequent formal amendment to this agreement.

	X		

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.

	Attachm	ent\$
Administrativ	Subaward A University Contacts re Contact (Departmental) Ellyn Woo	Collaborator Contacts Administrative Contact (Departmental)
Address:	UGSF Box 1224 San Francisco, CA 94143	Name: Sejid Shiakh Address: City and County of Sen Francisco Department of Public Health 356 7" Street
Telephone: Email:	415-597-8203 ewoo@psg.ucsf.edu	San Friendisco, CA 94103
		Telephone: Email:
Principal inve Name: Address:	Dr. George Rutherford UCSF Box 1224 Sen Francisco, CA 94143	Project Director Name: Dr. William McFartand Address: City and County of San Francisco Department of Public Health 356 7 Street San Francisco, CA 94103
Telephone: Email:	415-597-9108 grutherford@psg.ucsf.edu	Teleptone: Email:
Financial Con Name: Address:	Accounts Payable Subcontract Payment Desk UCSF Controller's Office 1855 Folsom Street, #425	Financial Contact Name: Address:
Telephone:	San Francisco, CA 94143-0812 415-478-2126	Telephone:
Fax:	415-682-7403 Subcontract@accounting.ucsf.edu	Fax:
CITAL Maria Carana Maria Maria Maria Maria Maria Maria Maria Maria Maria Maria Maria Maria Maria Maria Maria Maria Maria	DUDAMINAL GRADA AND AND AND AND AND AND AND AND AND	Ciritia. Francisco de la companya del companya de la companya del companya de la
Authorized Of Name:	ficial John Radkowski Contracts and Grants Officer	Authorized Official Name:
Addresss	UCSF Office of Sponsored Research 3333 California Street, Suite 315 San Francisco, CA 94143-9962	Address:
Telephone:	415-502-4029	Telephonet
Fax: Email:	415-476-8158 John Rackowski Guesf edu	Fax Email:
17		

Attachment 4 Subswell Agreement

Reporting Requirements

THE FUNC	Many Calebrator Reporting Requirements apply to this Subaward Agreement:
	Collaborator agrees to submit interim progress reports if continuation is intended beyond the Termination Date and shall be submitted 90 (nirrety) days before the end of the reporting period 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 subtile 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.
	Patent rights for Subcontractor shall be in accordance with P.L. 96-820, 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. Subcontracts shall submit a copy of the transmittal letter of any such report to University and shall include the 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 affective date of the Subaward Agreement and anniversary thereafter.
	NASA Form 1879 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

EPA Form 5799-52A can be located at: http://www.epa.gov/osobu/

Enterprises/Women-Owned Business Enterprises.*



ATTACHMENT 5

SCOPE OF WORK

Scope of Work SFDPH November 1, 2009 – August 31, 2016

MARPs Size Estimation

SFDPH, in conjunction with Tim Lane from UCSF, will provide TA and training to Kenyan in-country partners around most-at-risk populations (MARPs) size estimations. TA will include training in sampling methods & data collection appropriate for different MARPs populations.

Activities:

- To append to the protocol the size estimation methods, develop the specific field procedures and questions, provide TA and oversight to this aspect of the IBBS, and develop specific questions for the survey instruments related to MARP size estimation.
- 2) To assist with a staffing plan to implement the IBBS, particularly with respect to the tasks and qualifications of a study coordinator.
- 3) To assist with the training of implementing staff for the IBBS, including training materials development, training workshops, site visits while in the field (e.g., at launch), and analysis and dissemination training.
- 4) To provide TA to the Kenya technical working group for MARPs on size estimation and extrapolation and MARP program planning.
- To provide TA to other aspects of the IBBS design and implementation.

Deliverables: MARPs size estimation protocol, field procedures, and survey questions to include in IBBS; additional oversight and consultation on IBBS; training materials and workshops on MARPs size estimation; support to Kenya MARPs TWG.

Staff Allocations:

Willi McFarland - 0.10 Henry Raymond- 0.20

ATTACHMENT 6

BUDGET

Kenya Survellance November 1, 2009 - August 31, 2010

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Notice of Award

Issue Date: 09/01/2009







Grant Number: 1U2GPS001814-01

Principal investigator(s): GEORGE W RUTHERFORD, MD

Project Title: CDC KENYA - MONITORING AND EVALUATION (M&E)

CONTRACTS & GRANTS OFFICER THE REGENTS OF THE UNIVICALIFORN OFFICE OF SPONSORED RESEARCH 3333 CALIFORNIA ST, SUITE 315 SAN FRANCISCO, CA 941430962

Award e-mailed to: cgrasteam@ucsf.edu

Budget Period: 09/30/2009 - 09/29/2010 Project Period: 09/30/2009 -- 09/29/2014

Dear Business Official:

The Centers for Disease Control and Prevention hereby awards a grant in the emount of \$500,000 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to CALIFORNIA UNIV SAN FRANCISCO in support of the above referenced project. This award is pursuant to the authority of Section 307 Public Health Service Act, 42U.S.C. Section 2421 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

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

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

Sincerely yours.

SHIRLEY WYNN Grants Management Officer Centers for Disease Control and Prevention

Additional information follows

SECTION I - AWARD DATA - 1UZGPS001814-01

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6 \$400,000	\$400,000

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

CDC Administrative Data: PGC: N / OC: 4151 / Processed: WYNNS00 09/01/2009

For payment information see Payment Information section in Additional Terms and Conditions.

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

Page 2 of 6



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

- The grant program legistation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HS Grants Policy Statement, including edderata in effect as of the beginning date of the budget period.
- This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program income:

Additional Costs

SECTION IV - PS Special Terms and Conditions - 102GPS001814-01

 INCORPORATION: This award is subject not only to any terms and conditions detailed in the award, but also to those ofted and incorporated by reference. Funding Opportunity Number PS09-990 entitled Strengthening HIV Strategic Information Activities in the Republic of Kenya Under PEPFAR and the application dated May 28, 2009 are made a part of this award by reference.

This action awards funds in the amount of \$500,000 for budget period 01 from September 30, 2009 through September 29, 2010. The project period ends September 29, 2014.

This award is partially funded in the amount of \$500,000.00. The application has been reviewed and approved, but not yet funded in the amount of \$1,000,000.00. The award of the remaining \$500,000 to subject to the availability of funds during the budget period.

- GOVERNING REGULATIONS, POLICIES AND PROCEDURES: Title 45 Code of Federal Regulation Part 74, 2 CFR Part 215 Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, Other Nonprofit Organizations and 2 CFR 220 Cost Principles for Education Institutions.
- 3. INDIRECT COSTS: Indirect costs are based upon the agreement dated December 14, 2005.
- 4. HUMAN SUBJECTS RESTRICTION This is a new application that proposes activities to strengthen and expand Kenya's surveillance capacity. Grantee plans to assess surveillance needs, design a 5-year surveillance plan, provide technical assistance, build capacity and help inform policy and program decision making.

In addition to service delivery, applicant proposes biomedical and behavioral prevention interventions to be implemented, assessment of patient ART outcomes through chart abstraction and to conduct needs assessments. Grantee indicates protocols are in development. However, no institutional mechanisms are described for review of potential human subjects issues.

Funds in the amount of \$100,000 are restricted until the protocols for the proposed data collection activities noted above are submitted for review of human subjects pages.

Data collection activities, evaluations or assessments, examination of patient records done for the purpose of research, evaluation or surveillance will require protocol submission, review and approval or determination from CDC/Alfanta prior to implementation. Also, any impact evaluation that would involve survey's interviews, focus groups, etc would need protocols in advance for human subject review and approval. Any local IRB approvals, IRB-exempt determinations, or institutional non-research determinations already obtained that relate to project activities should be submitted to CDC GAP/Atlanta. Funding for activities that are clearly service delivery may proceed without restrictions.

Grantee is reminded that a response should be received within 30 days of the Notice of Award (NOA). Failure to respon in the time allowed could result in the disepproval of funds.

Page 3 of 6

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

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

5. REPORTING REQUIREMENTS:

- a. The SF 269 (Financial Status Report FSR) is due to the CDC Grants Management Office no later than 90 days after the end of each budget period (December 29, 2010): The FSR is not to report costs cumulatively.
- An annual Progress Report is due to the COC Grants Management Office on December 29, 2019.
- c. An interim progress report is due no less than 90 days before the end of the budget period, which serves as your non-competing continuation application. The interim progress report will be requested at the appropriate time by the Grants Management Office.

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

- 7. FOREIGN TRAVEL: Recipient institutions must comply with the requirement that a U.S. flag air carrier be used by domestic grantees to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement shall not be influenced by factors of cost, convenience or personal travel preference.
- 8. CORRESPONDENCE: All correspondence regarding this award must be identified with the award number as shown on the face page of this award.
- 9. PRIOR APPROVAL: All requests that require the prior approval of the Grants Management Officer must bear the signature of an authorized official of the grantee business office as well as that of the principal investigator or program director. Any request received without two signatures will be returned. Additionally, any requests involving funding issues must include a new proposed budget and a narrative justification of the requested changes.
- 10. EQUIPMENT AND PRODUCTS. To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. Title to equipment acquired by a recipient with HHS funds shall vest in the recipient, subject to the conditions in 45 CFR 74.34. In addition, the recipient's property management standards for equipment acquired with Federal funds and federally-owned equipment shall be maintained in accordance with 45 CFR 74.34.
- INVENTIONS: Acceptance of great funds obligates recipients to comply with the elandard potent rights clauses in 37 GFR 401.14.
- 12. PUBLICATIONS: Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, such as. This publication (journal article, etc.) was supported by Cooperative Agreement Number PS001814-01 from Canters for Disease Control and Prevention (CDC). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of CDC.
- 13. ACKNOWLEDGMENT OF FEDERAL SUPPORT. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money. (2) the dollar amount of Federal funds for the project or program, and (3)

Page 4 of 6

percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

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

15. PAYMENT INFORMATION

Automatic Drawdown.

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

A. PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows: Division of Payment Management, FMS/PSC/HHS, P.O. Box 6021, Rockville, MD 20852.

- B. For all other carriers, such as United Paircel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows: Division of Payment Management, FMS/PSC/HHS, Rockwell Building #1, Suite 700, 11400 Rockville Pike, Flockville, MD 20852.
- C. By drawing or otherwise obtaining funds for the award from the grant payment system, the recipient accepts the terms and conditions of the award and agrees to perform in accordance with the requirements of the award.

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

- AUDIT REQUIREMENT: OMB Circular A-133, Audits of States, Local Governments and Norprofit Institutions establish audit requirements for this award.
- 17. CAPACITY BUILDING REQUIREMENTS: The grantee agrees to implement strategies for facilitating scale-up and sustainability of activities supported under this egreement that include building on and strengthening existing local networks and institutions that benefit the populations served. The grantee shall endeavor to strengthen indigenous capacity in all aspects of this agreement, and especially focus on human capacity development.

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

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

19. CDC CONTACT NAMES

Programmatic Contacts

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SPREADSHEET SUMMARY GRANT NUMBER: 1U2GPS001814-01

INSTITUTION: UNIVERSITY OF CALIFORNIA SAN FRANCISCO

Budget	Year 1	Year 2	Year 3	Year 4	Year 5
Salaries and 51 Wages	B0,594				
Fringe Benefits \$4	7.259				
Personnel Costs\$2 (Subtotel)	27.853				12.000000
	242				
Consortum/Con85 tractual Cost	0,036				
	1377				
	1,207				
TOTAL 544 FEDERALDO	36,715	3400,000	\$460,000	\$400,000	\$400,000
TOTAL 59: FEDERAL F&A	3.285				
TOTAL COST : EX	00,000	\$400,000	\$400,000	5400,000	\$400,000

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