Research Subaward Agreement

11408sc
between

The Regents of the University of California
and
City and County of San Francisco
CFDA No. 93.067

This Research Subaward Agreement ("Subaward") is executed by and between The Regents of the University of California, on behalf of its San Francisco campus, a corporation of the State of California, (hereinafter "UCSF") and City and County of San Francisco (hereinafter "Subrecipient").

WHEREAS, UCSF is the recipient of Award Number NU2GGH002170 ("Award") from Centers for Disease Control ("CDC" or "Sponsor"), for the conduct of a program entitled "Recent Infection Surveillance Consortium" ("Project") as detailed in the application previously submitted to the Sponsor; and

WHEREAS it is considered in the best interests of the Sponsor and UCSF for Subrecipient to participate in this Project;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, UCSF and Subrecipient agree to a Subaward under this Award.

Article I - Scope of Work

Subrecipient shall perform those tasks described in Subrecipient's Scope of Work (Attachment A), which is incorporated herein and made a part of this agreement.

Article II - Project Management

George Rutherford is designated as UCSF's Principal Investigator, who is responsible for the overall conduct of the Project and is responsible for overall technical monitoring and guidance. Any significant changes in the performance of this Subaward as outlined in Subrecipient's proposal and Scope of Work require authorization by UCSF's Principal Investigator.

William McFarland is designated as Subrecipient's Principal Investigator who shall be responsible for the technical and administrative conduct of the Project in accordance with Attachment A. No substitution may be made of Subrecipient's Principal Investigator without prior written approval of UCSF and an amendment to this Subaward.

Article III - Period of Performance

The authorized period of performance is from **August 1, 2019** through **September 29, 2019**. The period of performance may be extended only by written amendment to this Subaward. UCSF may issue no-cost extensions to the period of performance unilaterally, except that Subrecipient shall retain the right to decline such an extension by notifying UCSF's Authorized Official within 30 days from receipt of the amendment. Unilateral acceptance of the amendment does not bypass internal approval processes of Subrecipient.

Article IV – Compensation

UCSF will reimburse Subrecipient on a cost-reimbursable basis for actual allowable costs in the performance of the work under this Subaward in the amount not to exceed \$11,535 which is based on the budget incorporated herein and made part of this Subaward as Attachment B. Expenditures shall be in accordance with Attachment B, Sponsor's policies, and

the terms and conditions of this Subaward. This amount shall not be exceeded or carried forward without written authorization of UCSF's Principal Investigator and subsequent formal amendment to this Subaward. None of the funds obligated in this Subaward shall be used to pay the salary of an individual at a rate in excess of Executive Level II.

Article V – Method of Payment

Subrecipient shall submit monthly invoices in US Dollars to UCSF after incurring allowable costs. All invoices must provide a current and cumulative breakdown of costs by major cost category in accordance with Attachment B. All invoices shall be dated, numbered, and must include this Subaward number, **11408sc**. Invoices submitted without this information may delay payment. Invoices shall include certification that expenditures claimed represent actual allowable costs for committed effort and work performed under this Subaward. Subrecipient invoices shall be sent to the attention of:

University of California, San Francisco Campus (UCSF)
Supply Chain Management - Accounts Payable
Attn: Subcontracts Desk
Box 0812
1855 Folsom Street, Suite 304
San Francisco, CA 94143-0812
Email: subcontract@ucsf.edu

For questions about invoicing, contact scmap@ucsf.edu. UCSF will make provisional payment on all invoices submitted in accordance with the terms of this Subaward. The final invoice marked "FINAL" must be submitted within forty-five (45) days after the final end date of this Subaward.

Unexpended funds, if any, shall be returned to UCSF with the final financial report. The closeout of this Subaward does not affect the right of UCSF or Sponsor to disallow costs and recover funds on the basis of a later audit or other review.

Article VI – Progress and Financial Reporting Requirements

Subrecipient shall furnish to UCSF any financial, technical, or performance reports and assistance reasonably requested by UCSF's Principal Investigator as required to meet UCSFs obligations under the Award. All reports required under the Award are due to UCSF **thirty (30) days** before the due date specified in the Award. Technical reports 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 Subrecipient's Principal Investigator, and a list of any publications resulting from the Project, including planned publication. All such reports shall be submitted to UCSF's Principal Investigator.

Article VII - Audit and Records

- a) Subrecipient shall maintain accurate records of all costs incurred in the performance of this work and agrees to allow representatives of UCSF, Sponsor, and/or the Comptroller General of the United States reasonable access to its records to verify the validity of expenses reimbursed under this Subaward. Subrecipient shall maintain financial records, supporting documents, and other records pertaining to this Subaward for a period of four (4) years from either the termination date of this Subaward, the date of final payment of expenditures, or the receipt of the final financial report of this Subaward, whichever occurs later. Notwithstanding the foregoing sentence, any records pertaining to audit, appeals, litigation, or claims arising out of performance of this Subaward shall be retained until such audits, appeals, litigation, or claims have been disposed of.
- b) All research records, including but not limited to original data and primary data-yielding materials, secondarily derived tables and figures, and statistical tabulations and other summaries, pertinent to this Subaward shall be made available to UCSF upon its request and shall be retained by Subrecipient for a period of four (4) years from the termination date of this Subaward, except that records pertaining to any allegation of scientific misconduct or investigation, appeal, administrative

proceeding, or litigation relating to any charge arising out of the scientific performance of this Subaward shall be retained until four (4) years after either the conclusion of the allegation, investigation, appeal, administrative proceeding, or litigation, or the acceptance by UCSF of a final report pertaining thereto, whichever occurs later.

- c) If any audit report reflects major shortcomings in Subrecipient's internal control systems, UCSF may impose more stringent prior approval requirements for certain types of expenditures and/or rebudgeting, and may require detailed supporting documentation for all claims for reimbursement until UCSF is satisfied that necessary corrective action has been, or will be taken.
- d) UCSF, the Sponsor, the Comptroller General of the United States, and any of their duly authorized representatives shall have access at any reasonable time after prior written notification to pertinent books, documents, papers, and records of Subrecipient in order to make audits, examinations, excerpts, and transcripts. In the event that any payment made to Subrecipient is determined on the basis of such audits to be unallowable, Subrecipient shall promptly refund the unallowable amount to UCSF upon demand.

Article VIII - Publicity and Publication

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

Subrecipient shall be able to disclose the identity of the parties, the existence of the agreement, and the nature and scope of the research in accordance with its institutional policies, but will not use Sponsor's name or logo without UCSF obtaining written permission of Sponsor's Director of Communications or equivalent position. The previous sentence notwithstanding, publication of Project results shall acknowledge the Award made to UCSF from Sponsor.

Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

"This publication (journal article, etc.) was supported by the Grant or Cooperative Agreement Number, **NU2GGH002170**, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services."

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 grantees of Federal research grants, shall clearly state:

- The percentage of the total costs of the program or project which will be financed with federal money,
- The dollar amount of federal funds for the project or program, and
- The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

Article IX – Intellectual Property

Copyright:

Subrecipient may assert copyright ownership on materials that it produces in the performance of the work of this Subaward. Subrecipient shall grant to UCSF a non-transferable, irrevocable, royalty-free, non-exclusive license to use, reproduce, prepare derivative works, perform, display, publish, or otherwise disseminate such copyrighted materials first

developed and delivered under this Subaward for non-commercial research, academic, and educational purposes, and as required to meet any obligations under the Award.

Pursuant to applicable grant regulations and the CDC's Public Access Policy, Subrecipient agrees to submit into the National Institutes of Health Manuscript Submission System (NIHMS) an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than twelve (12) months after the official date of publication. Also at the time of submission, Subrecipient and/or the Subrecipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Subrecipient and/or Subrecipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however, the author is strongly encouraged to make the subject manuscript available as soon as possible. The Subrecipient must obtain prior approval from UCSF for any exception to this provision.

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, and all graphics and supplemental material associated with the article. Subrecipient and its submitting authors working under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted articles reserve adequate rights to fully comply with this provision and the license reserved by the CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

Patents and Inventions:

Subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR 401, "Rights to Inventions made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements." Acceptance of Award funds obligates Subrecipient to comply with the standard patent rights clauses at 37 CFR 401.14.

Article X – Independent Contractor

Subrecipient and its employees, consultants, agents, or independent contractors will perform all services under this Subaward as independent contractors. Nothing in this Subaward will be deemed to create an employer-employee or principal-agent relationship between UCSF and Subrecipient's employees, consultants, agents, or independent contractors. Subrecipient and its employees, consultants, agents, and lower tier Subrecipients will not, by virtue of any services provided under this Subaward, be entitled to participate, as an employee or otherwise, in or under any employee benefit plan of UCSF or any other employment right or benefit available to or enjoyed by employees of UCSF.

Article XI - Indemnification

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.

Article XII - Insurance

Subrecipient shall maintain at its expense, during the period of this Subaward, insurance or an equivalent form of self-insurance acceptable to UCSF in terms as follows:

a) Commercial Form General Liability (contractual liability included) with limits as follows:

Each Occurrence \$1,000,000
Products, Completed Operations Aggregate \$2,000,000
Personal and Advertising Injury \$1,000,000

General Aggregate

\$2,000,000

- b) If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Subaward. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Subaward.
- c) Business Automobile Liability (Minimum Limits) for owned, scheduled, non-owned, or hired automobiles with combined single limit of not less than \$1,000,000 per occurrence
- d) Workers' Compensation Coverage per statutory limits
- e) The coverages referred to shall include The Regents of the University of California as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of Subrecipient, its officers, employees, and agents. Subrecipient, upon request, shall furnish UCSF with certificates of insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days (10 days for non-payment of premium) advance written notice to UCSF of any material modification, change, or cancellation of the above insurance coverages.

Article XIII - Suspension/Termination

In the event Sponsor suspends or terminates its award to UCSF, UCSF shall suspend or terminate this Subaward. Notification of suspension or termination by UCSF shall be provided to Subrecipient in writing as soon as practicable and shall state the effective date of such action.

Either party may terminate this Subaward upon thirty (30) days advance written notice to the other party. In the event of such termination, Subrecipient shall take all reasonable steps to minimize further costs, and shall be entitled to reimbursement for allowable costs and non-cancellable obligations incurred prior to the effective date of termination, except that in no event shall such reimbursement exceed the amount set forth in Article IV (Compensation). Unless otherwise agreed to by the parties, within thirty (30) days after the final end date, Subrecipient shall submit a final invoice to UCSF. The balance owed to Subrecipient will be paid contingent upon receipt of all final reports. The preceding sentence notwithstanding, UCSF will be unable to reimburse any expenses under suspension or termination unless and until Sponsor reimburses UCSF for such costs.

In the event of early termination, Subrecipient agrees to deliver such information and items which are either completed prior to the effective date of termination, or which Subrecipient can reasonably be expected to prepare and furnish to UCSF per the approved Scope of Work and the terms of this Subaward.

Article XIV - Notices

Notices required or permitted under this Subaward shall be directed to the Administrative Contact listed in Attachment E.

Article XV - Award Terms and Conditions

- a) Unless sections specifically exclude subrecipients from coverage, Subrecipient is subject to and shall comply with the following terms and conditions, which are incorporated herein or by reference and made a part of this Subaward:
 - 1) 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards";
 - 2) 45 CFR 75, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Health and Human Services (HHS) Awards";
 - 3) The HHS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period;

- 4) The Notice of Award;
- 5) Restrictions on the expenditure of federal funds by Congressional appropriations acts (to the extent those restrictions are pertinent to the award);

It is intended that the referenced provisions shall apply to Subrecipient in such manner as is necessary to reflect its position in relation to UCSF, to ensure its obligations to UCSF and to the United States Government, and to enable UCSF to meet its obligations under the Award.

b) In the event of a conflict between the Award and this Subaward, the terms and conditions of this Subaward shall govern.

Article XVI - Financial Conflict of Interest

The financial conflicts of interest policy of Subrecipient Institution will apply. By execution of this Subaward Agreement, Subrecipient Institution certifies that its policy complies with 42 CFR 50.

Subrecipient shall report any financial conflict of interest to UCSF's COI Representative by emailing coiac@ucsf.edu. Any financial conflicts of interest identified shall subsequently be reported to Sponsor. Such report shall be made before the expenditure of funds authorized in this Subaward Agreement and within 45 days of any subsequently identified financial conflict of interest.

Article XVII – Assurances/Certifications

By signing the Subaward Agreement, the authorized official of Subrecipient makes, to the best of his/her knowledge and belief, the Representations and Certifications in Attachment D.

Article XVIII - Governing Law

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

Article XIX – Entire Subaward

This Subaward, including its attachments, states the entire agreement between the parties with respect to the subject matter of this Subaward and supersedes any previous or contemporaneous written or oral representations, statements, negotiations, or Subawards. Subrecipient acknowledges that it has not been induced to enter into this Subaward by any oral or written statements or representations not expressly provided in this Subaward.

Attachment A – Subrecipient Scope of Work

Attachment B – Subrecipient Budget

Attachment C - Award

Attachment D – Representations and Certifications

Attachment E – Contacts

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

F®মঃলাঞ্চRegents of the University of California

Lynette Simon-Moret Lyng to the Simon-Moret

Subcontract Officer, RMS

Date:

FOR: City and County of San Francisco

Tomas Aragon, Director of Population Health Division

30/7/2019 | 5:21 PM PDT

DocuSigned by:

7/31/2019

ATTACHMENT A

SFDPH Subcontract Scope of Work

1. Name of Contractor: San Francisco Department of Public Health (SFDPH)

2. Award Budget Period: 08/1/2019 – 9/29/2019

3. Subcontract Performance Period: 8/1/2019 – 9/29/2019

4. Scope of Work: In close collaboration with UCSF, SFDPH will provide technical assistance and capacity building for rollout of HIV recency in multiple countries, which may include, Kenya, Malawi, Namibia, Uganda, and Thailand/Laos. SFDPH will also provide support for the evaluation of HIV recency activities.

ATTACHMENT B

San Francisco Department of Public Health Subcontract Award Budget Period: 11/1/2018-9/29/2019 Subcontract Performance Period: 4/1/2019-9/29/2019 Budget Name: Recency Revised Budget

A. Salaries and Wage	<u>es</u>				(A)	(B)	
Personnel	Position Title	Current Salary	% effort	# mos.	Salary	Benefits	Total
McFarland, Willi	Director of Surveillance	\$189,600	25%	2	\$7,900	\$2,399	\$10,299
							\$0
Total Personnel			25%		\$7,900	\$2,399	\$10,299
Total Direct Costs							\$10,299
Overhead at 12%							\$1,236
Grand Total							\$11,535

SFDPH Subcontract Budget Justification:

Personnel:

Willi, McFarland, *Director of Surveillance*, has several years of experience working on surveillance in general and key populations, in both domestic and international settings. He will provide high-level technical assistance on surveillance strategy for HIV recency. We request 25% (\$7,900) salary support for this position for 2 months.

Subaward Fringe Benefit and Indirect Cost Rates:

The fringe benefit rate is calculated as 30.37% of Willi McFarland' salary (\$2,399). The indirect cost rate is 12% of total direct expenses (\$1,236).

1. DATE ISSUED //	MM/DD/YYYY	1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded					
2. CFDA NO. 93.067 - Global All	2. CFDA NO. 93.067 - Global AIDS						
3. ASSISTANCE TYPE Cooperative Agreement							
4. GRANT NO. 1 NU2GGH002170-01-00			5. TYPE OF AWARD				
Formerly			Service				
4a. FAIN NU2GGHO	002170		5a. ACTION TYPE	New			
6. PROJECT PERIO	D MM/DE)/YYYY		MM/DD/YYYY			
From	11/01/2	2018	Through	09/29/2023			
7. BUDGET PERIOD) MM/DE)/YYYY	•	MM/DD/YYYY			
From	11/01/2	2018	Through	09/29/2019			

DEPARTMENT OF HEALTH AND HUMAN SERVICES Centers for Disease Control and Prevention CDC Office of Financial Resources

1600 Clifton Road Atlanta, GA 30329

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations) 301(A)&307PHA42USC241&242&104 22USC151B

8. TITLE OF PROJECT (OR PROGRAM)
Recent Infection Surveillance Consortiur

9a. GRANTEE NAME AND ADDRESS		9b. GRANT	EE PROJECT DIRECTOR			
Regents of the University of California, San Francisco, The		Dr. Ge	orge1147948 Rutherford			
3333 California St			alifornia Street			
-DUP2		San Fr	ancisco, CA 94118			
San Francisco, CA 94118-1981		Phone	+1 415 476-5781			
10a. GRANTEE AUTHORIZING OFFICIAL		10b. FEDER	AL PROJECT OFFICER			
Dr. George1147948 Rutherford		Emily	Morris			
3333 California Street		12 Corporate Boulevard, NE				
San Francisco, CA 94118		Atlanta, GA 30329				
Phone: +1 415 476-5781		Phone	404.718.8292			
Al	L AMOUNTS ARE	 SHOWN IN U	SD			
11. APPROVED BUDGET (Excludes Direct Assistance)			OMPUTATION			
I Financial Assistance from the Federal Awarding Agency Only		a. Amount o	f Federal Financial Assistance (from	item 11m)		3,654,000.00
Il Total project costs including grant funds and all other financial participation	1	b. Less Und	bligated Balance From Prior Budget	Periods		0.00
a. Salaries and WageS	830.749.00	c. Less Cumulative Prior Award(s) This Budget Period			0.00	
· ·	,	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 3,654,00			3,654,000.00	
b. Fringe Benefits	348,716.00				3,654,000.00	
c. Total Personnel Costs	1,179,465.00	14. RECOMMENDED FUTURE SUPPORT				
d. Equipment	121,952.00	(Subject to the availability of funds and satisfactory progress of the project):				
e. Supplies	911,395.00	YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL	DIRECT COSTS
f. Travel	106,760.00	a. 2 b. 3		d. 5 e. 6		
g. Construction	0.00	c. 4		f. 7		
h. Other	202,136.00	15. PROGRAM ALTERNATIVE	INCOME SHALL BE USED IN ACCORD WITH	ONE OF THE FOLLOW	ING	
i. Contractual	383,404.00	a. b.	DEDUCTION ADDITIONAL COSTS			b
j. TOTAL DIRECT COSTS	2,905,112.00	c. MATCHING d. OTHER RESEARCH (Add / Deduct Option) e. OTHER (See REMARKS)				
k. INDIRECT COSTS	748,888.00	16. THIS AWAR	D IS BASED ON AN APPLICATION SUBMITTE	ED TO. AND AS APPRO	VED BY. THE FED	DERAL AWARDING AGENCY
I. TOTAL APPROVED BUDGET	3,654,000.00	ON THE ABOVE	TITLED PROJECT AND IS SUBJECT TO THE T ICE IN THE FOLLOWING: The grant program legislation The grant program regulations.			
m. Federal Share	3,654,000.00	c. This award notice including terms and conditions, if any, noted below under REMARKS. d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.			-	
n. Non-Federal Share	0.00	In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence sha of prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.				are drawn or otherwise
REMARKS (Other Terms and Conditions Attached -		No)				

GRANTS MANAGEMENT OFFICIAL:

Mattie B Jackson 1600 Clifton Rd Atlanta, GA 30333 Phone: 770-488-2696

17.0BJ CL	. ASS 41.51	18a. VENDOR CODE	1946036493A6	18b. EIN	946036493	19. DUNS	094878337	20. CO	NG. DIST.	12
F	Y-ACCOUNT NO.	DOCUM	ENT NO.		ADMINISTRATIVE CODE	AMT	ACTION FIN ASST	Α	PPROPRIAT	ION
21. a.	9-9390BJD	b. 19NU2G	GH002170	C.	GH	d.	\$3,654,000.00	e.	75-19-1822-	1031-001
22. a.		b.		C.		d.		e.		
23. a.		b.		C.		d.		e.		

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2		DATE ISSUED 11/19/2018	
GRANT NO.	1 NU2GGH002170-01-00		

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

Regents Of The University Of California, San Francisco, The

1 NU2GGH002170-01-00

- 1. Terms
- 2. TR

AWARD INFORMATION

as the Notice of Award (NoA).

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at https://www.cdc.gov/grants/federalregulationspolicies/index.html, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number GH19-1942, entitled Public Health Surveillance of Recent HIV Infection and Response under the President's Emergency Plan for AIDS Relief (PEPFAR), and application dated August 20, 2018, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to

Approved Funding: Funding in the amount of \$10,000,000 is approved for the Year 1 budget period, which is November 1, 2018 through September 29, 2019. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

The federal award amount is subject to adjustment based on total allowable costs incurred and/or the value of any third party in-kind contribution when applicable.

Note: Refer to the Payment Information section for Payment Management System (PMS) subaccount information.

Component/Project Funding: The NOFO provides for the funding of multiple components under this award. The approved component funding levels for this notice of award are:

	A Funded	B – Approved but unfunded	C - Approved but unfunded	D - Approved but unfunded	E - Approved but unfunded	F - Approved but unfunded	G - Approved but unfunded
Salary and Wages	\$830,749	\$49,733	\$482,779	\$241,389	\$241,389	\$67,937	\$346,909
Fringe Benefits	\$348,716	\$22,369	\$202,653	\$101,326	\$101,326	\$28,515	\$145,623
Travel	\$106,760	\$6,849	\$62,043	\$31,021	\$31,021	\$8,730	\$44,583
Equipment	\$121,952	\$7,823	\$70,873	\$35,436	\$35,436	\$9,972	\$50,928
Supplies	\$911,395	\$6,060	\$538,163	\$269,081	\$269,081	\$75,726	\$386,711
Contractual	\$383,404	\$24,595	\$222,812	\$111,409	\$111,409	\$31,352	\$160,101
Construction	\$0	\$0				\$0	\$0
Other	\$202,136	\$16,529	\$117,470	\$58,734	\$58,734	\$16,529	\$152,416
Consultants		\$0				\$0	\$0
Total Direct Charges	\$2,905,112	\$133,958	\$1,696,793	\$848,396	\$848,396	\$238,761	\$1,287,271
Indirect Costs	\$748,888	\$48,041	\$435,208	\$217,604	\$217,604	\$61,239	\$312,729
Grand Totals	\$3,654,000	\$181,999	\$2,132,001	\$1,066,000	\$1,066,000	\$300,000	\$1,600,000

Available Funding: The CDC approves the use of component funding. Funding in the amount of \$3,654,000.00 in Financial Assistance (FA) is awarded on this NoA for Component A. The remainder of the budget period Approved Funding amount is subject to the availability of funds.

Financial Assistance Mechanism: Cooperative Agreement

Substantial Involvement by CDC: This is a cooperative agreement and CDC will have substantial programmatic involvement after the award is made. Substantial involvement is in addition to all post-award monitoring, technical assistance, and performance reviews undertaken in the normal course of stewardship of federal funds.

CDC program staff will assist, coordinate, or participate in carrying out effort under the award, and recipients agree to the responsibilities therein, as detailed in the NOFO.

Objective/Technical Review Statement Response Requirement: The review comments on the strengths and weaknesses of the proposal are provided as part of this award. A response to the weaknesses in these statements must be submitted to and approved, in writing, by the Grants Management Specialist/Grants Management Officer (GMS/GMO) noted in the CDC Staff Contacts section of this NoA, no later than 30 days from the budget period start date. Failure to submit the required information by the due date, December 15, 2018, will cause delay in programmatic progress and will adversely affect the future funding of this project.

Budget Revision Requirement: By December 15, 2018 the recipient must submit a revised budget with a narrative justification. Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the CDC Staff Contacts section of this notice before the due date.

Program Income: Any program income generated under this grant or cooperative agreement will be used in accordance with the Addition alternative.

<u>Addition alternative</u>: Under this alternative, program income is added to the funds committed to the project/program and is used to further eligible project/program objectives. Note: The disposition of program income must have written prior approval from the GMO.

FUNDING RESTRICTIONS AND LIMITATIONS

Notice of Funding Opportunity (NOFO) Restrictions: GH19-1942

In addition to service provision, this application includes support for potential data collection from persons, personal records, or for laboratory specimen collection and testing that may result in public dissemination. Of the total approved budget \$1,000,000, shall be restricted until protocols describing the activities below have been submitted to CDC DGHT-Atlanta for scientific/technical review and review of institutional human subjects protection considerations.

A. Restriction ID Number: HQ-19-002170-01

Restricted Activity: Objective 2: Data Analysis and use: Establish the on-going analysis and use of HIV recency data to track the current epidemic, target interventions, and inform the planning of prevention programs

planning of prevention progra

Page(s): 9 (narrative)

Restriction Amount: \$250,000 Cost Category: Other Direct Costs

B. Restriction ID Number: HQ-19-002170-02

Restricted Activity: Objective 2: Data Analysis and use: Establish the on-going analysis and use of HIV recency data to track the current epidemic target interventions, and inform the planning of prevention programs

Page(s): 9 (narrative)

Restriction Amount: \$250,000 Cost Category: Indirect Costs

C. Restriction ID Number: HQ-19-002170-03

Restricted Activity: Objective 3: HHS: Develop HIS to support recent HIV infection surveillane

Page(s): 11 (narrative)
Restriction Amount: \$250,000
Cost Category: Other Direct Costs

D. Restriction ID Number: HQ-19-002170-04

Restricted Activity: Objective 3: HHS: Develop HIS to support recent HIV infection surveillane

Page(s): 11 (narrative)

Restriction Amount: \$250,000 Cost Category: Indirect Costs

All funding restrictions placed on potential data collection activities involving human subjects must be resolved no later than the end of this budget year. Data collection protocols required to release funding restrictions placed on potential data collection activities involving human subjects must be submitted to the DGHT Science Integrity Branch for review within 6 months of receiving the Notice of Award. Exceptions to these deadlines will need to be submitted in writing to the Office of Financial Resources (OFR) Grants Management Officer. If any of the restricted activities have received local IRB approval, an IRB-exempt determination, or an institutional non-research determination please submit the approval documentation with the protocol to the **HQ** CDC DGHT Office.

When all necessary CDC approvals have been obtained for a restricted activity, please submit a copy of the approval(s) along with a release of Human Subjects Data Collection Restriction Release Request Form to your OFR Grants Management Specialist via email.

Note 1: If funds for preparatory activities (e.g., protocol development, training, equipment, reagents, and site preparation) were not included in the application, these funds may be provided prior to protocol approval. To request funds for preparatory activities please submit a narrative describing the activities along with a release of Human Subjects Data Collection Restriction Release Request Form to your OFR Grants Management Specialist via email.

Note 2: If the restricted activity is a part of routine clinic or program operations, or laboratory quality assurance that will not result in public dissemination, please submit a narrative justification along with a release of Human Subjects Data Collection Restriction Release Request Form and country approval to your OFR Grants Management Specialist via email. Protocol approval is not required for these activities.

Note 3: Restricted funds shall not be withdrawn until approval is received and the restrictions have been lifted by an amended notice of award. Conducting any restricted activities without receiving CDC approval will result in enforcement action, which may require repayment of expended funds.

To obtain the Human Subjects Data Collection Restriction Release Request Form, or for more information on releasing human subjects data collection restrictions, contact the **HQ** CDC DGHT Office.

Administrative Restriction: \$121,952.00 in equipment. Please submit at least two quotes for items over \$5.000.

Indirect Costs:

Indirect costs are approved based on the negotiated indirect cost rate agreement dated October 6, 2017, which calculates indirect costs as follows, a Provisional is approved at a rate of 26% of the base, which includes,

Modified total direct costs, consisting of all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). Modified total direct costs shall exclude equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

The effective dates of this indirect cost rate are from July 1, 2018 to Until.

Foreign Taxes: Pursuant to applicable grant regulations, foreign taxes charged for the purchase of goods or services that a non-federal entity is legally required to pay in country are an allowable expense under federal awards. For purposes of this term, foreign taxes include value-added taxes (VAT), customs duties, and other similar charges levied on any transaction financed by HHS/CDC award funds in furtherance of program activities and objectives as set forth in the funding agreement, which may include the purchase, import, use or re-export of goods or services.

The determination of whether such foreign taxes are an allowable expense will depend on whether an exemption or effective reimbursement mechanism exists in country. Effective reimbursement is defined as a reimbursement mechanism that provides for no less than substantial reimbursement of USG funds. Generally such exemptions or rights to reimbursement are set forth in bilateral or other legal agreements between the United States Government (USG) and the host country.

1. Countries where an exemption or right to reimbursement exists:

In countries where a bilateral or other legal agreement sets forth an exemption, the recipient must take advantage of the exemption and may not pay taxes with award funds. If, however, the host country implements the exemption through a reimbursement mechanism, the recipient may pay the taxes with award funds but must request and receive the reimbursement, as those expenses are deemed an unallowable expense under the award. If the reimbursement mechanism is used, recipients should consult with the CDC project officer and the CDC grants management specialist to determine how the reimbursed funds should be handled. If reimbursement is requested but not received from the host country despite significant effort, so long as recipient provides sufficient documentation showing efforts to seek reimbursement to the CDC grants management specialist, the foreign tax payment will be an allowable expense.

- 2. Countries where no exemption and/or no right to reimbursement exist:
 - In countries where a) there is no bilateral or other legal agreement in force setting forth either an exemption or a right to reimbursement, b) a bilateral or other legal agreement is in force but does not provide for an exemption or a right to reimbursement, the recipient may pay foreign taxes with award funds. Such payments would be deemed allowable expenses.
- 3. Countries where a specific bilateral agreement between the US and the ost country (e.g., 1951 Bilateral Agreement between the US and the UK applicable to former UK territories; 1989 bilateral between the US and Swaziland) applies (Bahamas, India, Kenya, Suriname, Swaziland, Trinidad and Tobago, and Zambia): Consistent with the bilateral agreement, this Notice of Grant Award represents the implementing agreement required by the bilateral agreement for tax purposes. Pursuant to the specific bilateral agreement in force, the host country has agreed that USG funds (e.g., HHS/CDC funds, PEPFAR funds) provided to and utilized by recipient, as it carries out the program activities and objectives set forth in this implementing agreement, shall be free from taxes imposed under laws in effect in the host country. These tax exemptions on USG funds include, but are not limited to, the following:
 - a. Taxes, customs duties, and other similar charges levied on any transaction financed by HHS/CDC award funds in furtherance of program activities and objectives as set forth in this agreement, which may include the purchase, import, use or re-export of goods or services, including value-added taxes (VAT). Goods include, but are not limited to, commodities, equipment and supplies, including automobiles, which have been imported for the purpose of the funded program activities and objectives.
 - b. Taxes of a non-Resident organization on income allowed by HHS/CDC to be derived from HHS/CDC funding of program activities and objectives set forth in this agreement.
 - c. Taxation on personal income paid from HHS/CDC funds to employees of Recipient who pay taxes on their income to the United States Government; and d. Should any conflict or disagreement about the above exemptions arise, Recipient agrees to promptly notify CDC (project officer or grants management officer) to work to resolve such matters, guided by the principle that the funding furnished by HHS/CDC is free from taxation.

Prostitution and Sex Trafficking (Items 1 through 6):

- 1. Consistent with Section 7631(e) of the U.S. Leadership Against HIV/AIDS, Tuberculosis, and Malaria Act of 2003, 22 USC §§ 7601 et seq. ("the Leadership Act"), the U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
- Additionally, consistent with Section 7631(f) of the Leadership Act, a prime recipient that is a non-U.S. nongovernmental organization acknowledges that, by accepting this award, it agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children.

- Contractors and subcontractors are exempt from the above requirements if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.
- 4. Notwithstanding the contract exemption above, not exempt from these provisions are recipients, subrecipients, contractors, and subcontractors that implement HIV/AIDS programs under this assistance award, any subaward, or procurement contract or subcontract by:
 - Providing supplies or services directly to the final populations receiving such supplies or services in host countries;
 - ii. Providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or
 - iii. Providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

5. Subrecipients

- Prime recipient shall insert the following provision in subawards or subcontracts:
 "None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides."
- ii. Prime recipients shall insert the following provision in subawards or subcontracts subject to Section 7631(f) (i.e., those to non-U.S. nongovernmental organizations): "By accepting this award, the subawardee/ subcontractor agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children."
- 6. The following definitions apply for purposes of the above provisions:
 - i. "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.
 - ii. "Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning.
 - iii. "Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by (HHS OPDIV) prior to the end of its term.

Any enforcement of this provision is subject to courts' orders in Alliance for Open Society International v. USAID (See, e.g., S.D.N.Y. 05 Civ. 8209, Orders filed on January 30, 2015 and June 6, 2017, granting permanent injunction).

Additional Requirement (AR)-35, Protecting Life in Global Health Assistance is applicable to this award. In accordance with the United States *Protecting Life in Global Health*

Assistance policy, a non-governmental organization (NGO) recipient of this award acknowledges that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See Additional Requirement (AR) 35 to ensure compliance with this term and condition. The link to the full text is at: https://www.cdc.gov/grants/additionalrequirements/ar-35.html

REPORTING REQUIREMENTS

Performance Progress and Monitoring: Performance information collection initiated under this grant/cooperative agreement has been approved by the Office of Management and Budget under OMB Number 0920-1132, "Performance Progress and Monitoring Report", (or Expiration Date 8/31/2019. The components of the PPMR are available for download at: https://www.cdc.gov/grants/alreadyhavegrant/Reporting.html.

Prevention Fund Recipient Reporting Rescission: Effective May 31, 2018, CDC grant award recipients that complete projects or activities which are funded under the Prevention and Public Health Fund (PPHF) (Section 4002 of Public Law 111-148) are no longer required to report separately on their use of PPHF funds, or distinguish sub-recipients use of PPHF funds. The rescission of PPHF reporting requirements does not alter or change administrative, programmatic, financial, or other reporting requirements indicated in a Notice of Award.

Reporting of Foreign Taxes: The U.S. Department of State requires that agencies collect and report information on the amount of taxes assessed, reimbursed and not reimbursed by a foreign government against commodities financed with funds appropriated by the U.S. Department of State, Foreign Operations and Related Programs Appropriations Act (SFOAA) of 2011 (United States foreign assistance funds). Outlined below are the specifics of this requirement:

- a. Annual Report. The recipient must submit a report on or before November 16 for each foreign country on the amount of foreign taxes charged, as of September 30 of the same year, by a foreign government on commodity purchase transactions valued at 500 USD or more financed with United States foreign assistance funds under this grant during the prior United States fiscal year (October 1 - September 30), and the amount reimbursed and unreimbursed by the foreign government. [Reports are required even if the recipient did not pay any taxes during the reporting period.]
- b. Quarterly Report. The recipient must quarterly submit a report on the amount of foreign taxes charged by a foreign government on commodity purchase transactions valued at 500 USD or more financed with United States foreign assistance funds under this grant. This report shall be submitted no later than two weeks following the end of each quarter: April 15, July 15, October 15 and January 15.
- c. Terms: For purposes of this clause:
 - i. Commodity means any material, article, supplies, goods, or equipment;
 - ii. Foreign government includes any foreign government entity;
 - iii. Foreign taxes means value-added taxes and custom duties asses by a foreign government on a commodity. It does not include foreign sales taxes.

- d. Where: Submit the reports to the Director and Deputy Director of the CDC office in the country(ies) in which you are carrying out the activities associated with this cooperative agreement. In countries where there is no CDC office, send reports to VATreporting@cdc.gov.
- e. Contents of Reports. The reports must contain:
 - i. recipient name;
 - ii. contact name with phone, fax, and e-mail;
 - iii. agreement number(s) if reporting by agreement(s);
 - iv. reporting period;
 - v. amount of foreign taxes assessed by each foreign government;
 - vi. amount of any foreign taxes reimburse by each foreign government;
 - vii. amount of foreign taxes unreimbursed by each foreign government.
- f. Sub-agreements. The recipient must include this reporting requirement in all applicable subgrants and other sub-agreements.

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Mattie Jackson , Grants Management Officer
Centers for Disease Control and Prevention
Email: mij3@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

PROGRAM OR FUNDING GENERAL REQUIREMENTS

PEPFAR Branding: All PEPFAR-funded programs or activities must adhere to PEPFAR branding guidance, which includes guidance on the use of the PEPFAR logo and/or written attribution to PEPFAR. PEPFAR branding guidance can be found at http://www.pepfar.gov/reports/guidance/branding/index.htm

PAYMENT INFORMATION

The HHS Office of the 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 hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a newly established subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application. All award funds must be tracked and reported separately.

The grant document number identified on the bottom of Page 1 of the Notice of Award must be known in order to draw down funds.

19NU2GGH002170

Exchange Rate: All requests for funds contained in the budget, shall be stated in U.S. dollars. Once an award is made, CDC may not compensate foreign recipients for currency exchange fluctuations through the issuance of supplemental awards.

CDC Staff Contacts

Grants Management Specialist: The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards.

GMS Contact:

Rachael Georgetown, Grants Management Specialist Centers for Disease Control Email: vdy8@cdc.gov

Program/Project Officer: The PO is the federal official responsible for monitoring the programmatic, scientific, and/or technical aspects of grants and cooperative agreements, as

ATTACHMENT E

Research Subaward Agreement Pass-Through Entity (PTE) Contacts

	Subay	ward	Num	ber:
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11408sc

	L	Pass-Through Entity (P	TE) Contacts			
PTE Information						
Entity Name:	The Regen	nts of the University of California, S	an Francisco			
Legal Address:						
Website:	http://osr.u	csf.edu				
PTE Contacts						
Central Emai	l:	cgsuboutteam@ucsf.edu				
Principal Investiga	ator Name:	George Rutherford				
Email:	George.Ru	itherford@ucsf.edu	Telephone Number:			
Administrative Co	ntact Name:	Lynette Simon-Moret				
		ret@ucsf.edu	Telephone Number:			
COI Contact emai	I (if different	t to above): coiac@ucsf.ed	lu			
Financial Contact	Financial Contact Name: Atour Malko					
Email:	Atour.Malk	o@ucsf.edu	Telephone Number:			
Email invoices?	Email invoices? Yes No Invoice email (if different): subcontract@ucsf.edu					
Authorized Officia	l Name:	Subaward Manager, Research M	lanagement Services			
Email:	Email: CGSubOutTeam@ucsf.edu Telephone Number:					
PI Address:						
3333 California Street, Ste. 315 San Francisco, CA 94153-0962						
Administrative A	ddress:					
3333 California Street, Ste. 315 San Francisco, CA 94153-0962						
Invoice Address:	:					
		1855 Folsom S San Francisco, C	•			

		11408sc
	11400SC	
Subrecipient Information f	or <u>FFATA</u> reporting	
Entity's DUNS Name:		
EIN No.:	Institution Type:	
DUNS:	Currently registered in SAM.gov: Yes No Exempt from reporting executive compensation: Yes	No (if no, complete 3Bpg2)
Parent DUNS:	This section for U.S. Entities: Zip Code Look-u	P
Place of Performance Addre	Congressional District: Zip Code+4:	
Subrecipient Contacts		
Central Email:		
Website:		
Principal Investigator Nam	e:	
Email:	Telephone Number:	
Administrative Contact Nar	ne:	
Email:	Telephone Number:	
Financial Contact Name:		
Email:	Telephone Number:	
Invoice/Payment Email:		
Authorized Official Name:		
Email:	Telephone Number:	
Legal Address:		
Administrative Address:		
Payment Address:		

Highest Compensated Officers

Subaward	Number:
11408sc	

Subrecipient:	
Institution Name:	
PI Name:	
Highest Compensa	ated Officers
the entity in the pred Federal awards; and not have access to thi periodic reports filed	compensation of the five most highly compensated officers of the entity(ies) must be listed if ceding fiscal year received 80 percent or more of its annual gross revenues in \$25,000,000 or more in annual gross revenues from Federal awards; and the public does s information about the compensation of the senior executives of the entity through under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ ection 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue
Officer 1 Name:	
Officer 1 Compensation:	
Officer 2 Name:	
Officer 2 Compensation:	
Officer 3 Name:	
Officer 3 Compensation:	
Officer 4 Name:	
Officer 4 Compensation:	
Officer 5 Name:	
Officer 5 Compensation:	

well as contributing to the effort of the award under cooperative agreements.

Programmatic Contact:

Emily Stong, Project Officer Centers for Disease Control Email: wrs8@cdc.gov

Grants Management Officer: The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards. The GMO is the only official authorized to obligate federal funds and is responsible for signing the NoA, including revisions to the NoA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization.

GMO Contact:

Mattie Jackson , Grants Management Officer Centers for Disease Control Email: mij3@cdc.gov





FY19 New Award Field Office Memo

To: Center for Global Health, Office of the Director, Division of Global HIV and Tuberculosis, Program Budget and Extramural Management Branch (PBEMB)

From: DGHT ESB and ILB

Date: 10/12/2018

Re: Notice of Funding Opportunity GH19-1942, *Public Health Surveillance of Recent HIV Infection and Response under the President's Emergency Plan for AIDS Relief (PEPFAR)*

The purpose of this memorandum is to provide feedback on the proposal submitted by *The Regents of the University of California, San Francisco* in response to Notice of Funding Opportunity GH19-1942.

The DGHT ESB & ILB teams have reviewed the Summary Statements from the Objective Review Panel and the proposal from *The Regents of the University of California, San Francisco*.

ESB & ILB provides the following information on this application:

Are there any special conditions for the award, including budgetary restrictions? \boxtimes Yes \square No If yes, please indicate conditions or restrictions in the budgetary and/or recommendations section below.
Is a response to weaknesses by the recipient required to be in the Notice of Award? \boxtimes Yes \square No
Are there potential human subject research activities? \boxtimes Yes \square No If yes, please indicate conditions or restrictions in the budgetary and/or recommendations section below.
Is this award categorically excluded from the environmental health impact study requirement based on the health designation of the activities? \boxtimes Yes \square No If no, contact your PBEMB Extramural Specialist for further direction.

Brief Summary of Application based on ORP Summary Statement

Include only those comments from the ORP that are relevant to the award.

Strengths of Application:

(Please use bullets and reference your comments with page numbers)

- The applicant has registered offices in Namibia, Kenya, Tanzania, and Uganda and works through local partners in Zambia, Zimbabwe, Malawi, Rwanda, Haiti, and Ethiopia (p 3).
- The applicant has prior experience implementing recent infection surveillance among pregnant adolescent girls and young women undergoing routine antenatal care HIV testing services (Malawi, p 9).
- The applicant describes experience supporting the management of a real time data system for reporting recency infections and factors associated with recent infection (p 9).
- The applicant proposes weekly data review by in-country teams, with outliers flagged for follow up and quality improvement (QI) action (p 8).





- The applicant plans to use visualization platforms to allow real time view of data (p 10, 12).
- The applicant plans an innovative south-to-south strategy that would include capacity building activities in laboratory and HIS, such as collaborative learning platforms, through the development of 14 hubs (p 6).
- The applicant plans to strengthen capacity of host countries to use high-quality surveillance data at all levels of the health system (p 9).
- The applicant proposes adapting hands-on curricula to focus on using HIV recent infection surveillance data to target interventions through its consortium of partners (p 9).
- The applicant plans to develop HIS to support recent HIV infection surveillance (p 11) by:
 - Assessing national HIV enterprise architectures, strategies, policies, systems and other artifacts for their ability to support HIV Recency surveillance;
 - Adopting, adapting, and implementing sustainable open-source HIS to capture and transmit recent infection data from site-level to central data repository by index Recency status with functionality for automated processing, transmission, analysis and, at a minimum, monthly reporting to stakeholders;
 - Enhancing data linkage to other linked client-level data systems (e.g., national data repositories, EMRs, laboratory information systems, and CBS);
 - Enhancing reporting systems to enable automated reporting from the source data systems and generate automated data analytics for event detection; and
 - Providing education and training activities a train-the-trainer model with the intent of building capacity

Weaknesses of Application (if response is required specify action to be taken by recipient):

(Please use bullets and reference your comments with page numbers)

- The applicant seems to have limited experience in implementing laboratory services, including test registration, laboratory commodities procurement, and CQI activities for testing.
- The applicant describes a robust HIS plan but does not appear to have substantial experience in linked HIS development, implementation, and maintenance.
- While the applicant describes an exit strategy for this project, the application lacks a sufficient description of previous success handing over programs to in-country management at the end of a project period.
- Please revise scope of work to fit new focus of activities for Year 1 (see below).

Recommended Actions for Weaknesses of Application:

(Please use bullets in corresponding order of bullets listed above)

The majority of participating countries will implement recent infection surveillance in routine HIV services in Year 1 through existing COP 2018 implementing partners (IPs). As such, please revise Year 1's budget and scope of work to focus on providing high-quality technical assistance (TA) to DGHT country teams and their IPs to ensure high quality testing, data collection, data management, routine data analysis, and rapid data use from the surveillance system. Because CDC headquarters and COP 2018 IPs for the recent infection surveillance project are also expected to provide TA for this activity, UCSF's TA plan should complement existing CDC Headquarter and IP TA plans for maximum impact.





UCSF's TA assignments will cover broad areas of training, implementation, health information systems support, data analysis, and data use and may vary based on the immediate needs of countries. Specific activities may include support on improving testing capacity, test kit procurement, test registration, supply chain, specimen referral (where applicable), and continuous quality improvement for testing and laboratory activities; improvement of health information systems and health information exchange platforms supporting recent infection surveillance; development of or improvements in data use systems for real-time data review, monitoring, and visualization. Importantly, a primary objective of UCSF TA will be to build sustainable capacity of host-country governments and local organizations to independently implement, monitor, and routinely use data from the surveillance system for immediate public health action and improved programming.

In launching Year 1 activities, a kick-off meeting will be planned with CDC Atlanta to train UCSF and consortia staff on existing tools and resources for the surveillance system. It is expected that Year 1 activities will include revision of standard guidance and templates based on lessons learned from country experiences, to improve the overall surveillance system and fine-tune specific technical areas (laboratory, testing, HIS, data analysis and use). To facilitate continuous learning and transfer of best practices within and across participating countries, UCSF should plan to develop innovative platforms of learning beginning in Year 1 of the award.

TA to the participating countries will require close coordination across the two Awardees. Allocation of TA assignments may vary across and within countries based on the Awardees' technical strengths and COP 2018 IP for the activity. At this time, initial country TA assignments for UCSF are: Haiti, Kenya, Malawi, Namibia, Rwanda and Uganda. This allocation is based on participating countries where UCSF is named as CDC local IP for the activity, prior country experience in recent infection surveillance, and existence of registered country offices. Note that these country assignments may be subject to modification based on CDC headquarter needs, country needs, and demonstrated technical strengths of the Awardee(s). Zambia and Haiti will be an additional country assignment for UCSF, requiring TA blended with implementation support for a phased rollout of recent infection surveillance in select priority populations, facilities and/or districts.

Programmatic Budgetary Comments

Note: Programmatic budget restrictions, concerns, and comments should be addressed prior to the award being made. This will take place during the OGS Budget Discussion.

Marked up Budget Certification (select one)

 \square I certify that I support the recipient's proposed categorical budget submitted in this application as it relates to the technical aspects of the project. No changes are required and no restrictions are recommended.

☑ I wish to make the following comments/changes to the recipient's proposed categorical budget:

• Grantee should work with program to prepare a revised budget for \$3,654,000 and SOW that reflects program needs.





Recommendations (include any special conditions, but do not put potential HR/IRB restrictions/conditions in this section):

Indicate programmatic restrictions in table below (if applicable): Do not put potential HR/IRB restrictions/conditions in this section):

PLEASE NOTE BEFORE COMPLETING RESTRICTIONS:

- Recipients are not always funded at the level of the Year1 ceiling at the start of the award, generally due to delays in CDC's receipt of funds. As such, do not penalize recipients for not completing unfunded activities.
- When possible, the response to TR should be used as a management tool, as opposed to restricting funds. Funds should only be restricted when absolutely necessary.

Object Classification	Restriction Amount		
Salaries	\$ Click here to enter text.		
Fringe Benefits	\$ Click here to enter text.		
Consultants	\$ Click here to enter text.		
Equipment	\$ Click here to enter text.		
Supplies	\$ Click here to enter text.		
Travel	\$ Click here to enter text.		
Other	\$ Click here to enter text.		
Contractual	\$ Click here to enter text.		
Direct Costs	\$ Click here to enter text.		
Indirect Costs	\$ Click here to enter text.		
Total	\$ Click here to enter text.		

Restriction Justification: (<u>Must be completed if restrictions are identified above</u>, including any special conditions)

Potential Human Subjects Data Collection Activities

This section captures the Country Office's technical review and recommendations for potential human subject/data collection activities. CDC DGHT Science Integrity Branch will consider these comments/recommendations when reviewing this application. The only human subjects data collection restrictions that should be included in the NOA are those listed in the official memo from the DGHT Science Integrity Branch.

Does the application describe data collection activities potentially involving human subjects? The following are examples of activities that may constitute human subjects data collection activities:

⊠ Yes ⊔ No	Abstraction of data from patient medical records
⊠ Yes □ No	Laboratory analysis of biological specimens (screening for STIs, HIV drug resistence testing, etc.)
⊠ Yes □ No	Interviews with patients, family members, physicians
□ Yes ⊠ No	Community surveys or national surveys
⊠ Yes □ No	Administration of individual questionnaires
□ Yes ⊠ No	Focus group discussions
□ Yes ⊠ No	Public health or targeted evaluations

If the application includes any of these activities, a portion of funding should be restricted pending review of activities potentially involving human subjects at CDC and should be outlined in Table I below. <u>Specify the funding amount to be restricted as it relates to the specific activity potentially involving human subjects in order to avoid overall % restriction.</u>

We recognize that human subjects data collection restrictions will apply, but we are requesting a substantially revised scope of work to focus on provision of technical assistance to CDC country teams and





their COP 2018 implementing partners. We therefore request that human subjects data collection restrictions be limited in scope and focused only on countries where UCSF will be conducting full implementation activities (e.g., Zambia).

Note: If the funding application includes human subject data collection activities that <u>have received the</u> <u>necessary approvals</u> (e.g., CGH project determination approval or CDC IRB approval) please denote these activities below in Table II.

Table I. Proposed Potential Human Subjects Data Collection Restrictions

Activity Description (Type of Activity/Study Population)	Page(s)	Proposed Restriction Amount ^{1 2}	Cost Category ³	Comments
Zambia: Collection of patient level data		\$15,000	Indirect costs	Preparatory budget for training, equipment, reagents, test kits, and salaries/logistics for site preparation should not be restricted.
Zambia: Testing of blood samples		\$15,000	Indirect costs	Preparatory budget for training, equipment, reagents, test kits, and salaries/logistics for site preparation should not be restricted.
Zambia: Returning patient test results back to clinic		\$15,000	Indirect costs	Preparatory budget for training, equipment, reagents, test kits, and salaries/logistics for site preparation should not be restricted.

Table II. Human Subjects Data Collection Activities Already Approved by CDC⁴

¹ If the activity is strictly for programmatic purposes and will not result in a public report, funds should not be restricted. Provide an activity description and page number, but list \$0 in the Proposed Restriction Amount column.

² Funds for preparatory activities (e.g., protocol development, training, equipment, reagents, and site preparation) may be provided prior to protocol approval. To facilitate the availability of preparatory funding, specify a restriction only on funds associated with implementation, and make a note of the preparatory budget in the comments column.

³ List the cost category of the proposed restriction's budget line. Categories include: Salaries, Fringe Benefits, Consultants, Equipment, Supplies, Travel, Other, Contractual, Direct Costs, and Indirect Costs.

⁴ A copy of the CDC protocol approval (e.g., CGH Project Determination form signed by the CGH Human Research Protection Coordinator, a copy of CDC IRB approval memo) must be included when this technical review is returned to PBEMB. If no CDC approval document is provided, funds for implementing the activity will be restricted.





Activity Description (Type of Activity/Study Population)	Page(s)	Attached CDC Protocol Approval	Comments
1.			
2.			
3			
4.			
5			

3								
4.								
5								
Recipients engaged in research should be notified that they may need to apply to the U.S. Office for Human Research Protections (OHRP) for a Federal-Wide Assurance (FWA). An FWA is a pledge by an institution that they will adhere to ethical principles when engaged in research activities involving human subjects.								
DGHT respectfully requests this memo be included in the funding package for further discussion with the recipient during the official budget discussion with OGS, prior to the final award. Thank you very much, and we look forward to working with <i>Recipient Name</i> . By signing below I certify that the country staff has worked through the OGAC Country Support Team Lead (CSTL) to verify that funding to this partner represents 8% or less of the total country budget or OGAC has granted a waiver to the partner for this policy. If a waiver is granted it must be included in the submission of this Funding Package. Emily C. Stong -S Digitally signed by Emily C. Stong								
Emily Stong Date: 2018.10.12 10:46:27 -04'00'								
Project Officer (printed name) Project Officer Signature Date								
wrs8@cdc.gov	_404-	718-8292						
E-mail Address		Phone						

1. DATE ISSUED M 06/18/2019	IM/DD/YYYY	SUPERSEDES AWARD NOTICE dated 06/10/2019 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded						
2. CFDA NO. 93.067 - Global AID	2. CFDA NO. 93.067 - Global AIDS							
3. ASSISTANCE TYPI	E Cooperative A	greement						
4. GRANT NO. 6 NUZ Formerly	2GGH002170-01	-04	5. TYPE OF AWAR Service	RD				
4a. FAIN NU2GGH0	02170		5a. ACTION TYPE	Post Award Amendment				
6. PROJECT PERIOD MM/DD/Y		YYYY		MM/DD/YYYY				
From	11/01/20	018	Through	09/29/2023				
7. BUDGET PERIOD	MM/DD/	YYYY		MM/DD/YYYY				
From	11/01/20	110	Through	00/20/2040				

DEPARTMENT OF HEALTH AND HUMAN SERVICES Centers for Disease Control and Prevention CDC Office of Financial Resources

1600 Clifton Road Atlanta, GA 30329

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations) 301(A)&307PHA42USC241&242&104 22USC151B

8. TITLE OF PROJECT (OR PROGRAM)

Recent Infection Surveillance Consortium

0- CD	ANTEE NAME AND ADDRE	66		Oh CDANT	EE PROJECT DIRECTOR			
	egents of the University of Ca				orge1147948 Rutherford			
	33 California St	anomia, San mancisco, me			California Street			
	UP2				rancisco, CA 94118			
San Francisco, CA 94118-1981				: +1 415 476-5781				
Sall Flaticisco, CA 94110-1901				FIIONE	. 11413470-3701			
10a. GF	RANTEE AUTHORIZING OF	FICIAL		10b. FEDER	AL PROJECT OFFICER			
Le	i-Lei Win			Ms. Er	mily Stong			
18	55 Folsom St Ste 425			12 Co	rporate Blvd NE			
Sa	n Francisco, CA 94103-4249	9		Brookl	naven, GA 30329-1909			
Ph	one: 415-987-1540			Phone	: 404.718.8292			
					••			
44 ADD	DOVED BUDGET (Fundades	Discret Assistance)	ALL AMOUNTS ARE S					
	ROVED BUDGET (Excludes cial Assistance from the Fed				COMPUTATION of Federal Financial Assistance (from	item 11m)		3.854.000.00
		0 0 , ,	isination		,	,		0.00
II TOtal	project costs including grant	funds and all other financial part	icipation —	b. Less Unobligated Balance From Prior Budget Periods				3,854,000.00
a.	Salaries and WageS		1,672,091.00	c. Less Cumulative Prior Award(s) This Budget Period d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION			0.00	
b.	Fringe Benefits		678,191.00	13. Total Federal Funds Awarded to Date for Project Period			3,854,000.00	
c.	Total Personnel Costs		2,350,282.00	14. RECOMMENDED FUTURE SUPPORT			<u> </u>	
d.	Equipment		121,952.00	(Subject to t	he availability of funds and satisfactor	y progress of the	e project):	
e.	Supplies		1,097,910.00	YEAR	TOTAL DIRECT COSTS	YEAR	TOTA	L DIRECT COSTS
0.			222 222 22	a. 2		d. 5		<u> </u>
f.	Travel		283,366.00	b. 3		e. 6		
g.	Construction		0.00	c. 4		f. 7		
h.	Other		379,114.00	15. PROGRAM ALTERNATIVE	INCOME SHALL BE USED IN ACCORD WITH (ONE OF THE FOLLO	WING	
i.	Contractual		1,857,641.00	a. b.	DEDUCTION ADDITIONAL COSTS			b
j.	TOTAL DIRECT COST	rs —	6,090,265.00	c. MATCHING				
k.	INDIRECT COSTS		-2,236,265.00					
			ON THE ABOVE	D IS BASED ON AN APPLICATION SUBMITTE TITLED PROJECT AND IS SUBJECT TO THE TE				
I. TOTAL APPROVED BUDGET		3,854,000.00		NCE IN THE FOLLOWING:				
				a. b.	The grant program legislation The grant program regulations.			
m. Federal Share 3,854,000.00		This award notice including terms and conditions, if any, noted below under REMARKS. Bederal administrative requirements, cost principles and audit requirements applicable to this grant.			•			
n. Non-Federal Share 0.00			prevail. Accept	ere are conflicting or otherwise inconsistent p tance of the grant terms and conditions is act the grant payment system.	olicies applicable to knowledged by the	the grant, the ab grantee when fun	pove order of precedence shall and are drawn or otherwise	
RE	MARKS (Other Terms and	d Conditions Attached -	X Yes	No)				

GRANTS MANAGEMENT OFFICIAL:

Percy Jernigan 2936 Brandywine Rd Mailstop K75 Atlanta, GA 30341-5504 Phone: 770.488.2811

17.OBJ CLA	ASS 41.51	18a. VENDOR CODE	1946036493A6	18b. EIN	946036493	19. DUNS	094878337	20. CONG	. DIST. 12	2
FY	-ACCOUNT NO.	DOCUM	ENT NO.	ΑĽ	MINISTRATIVE CODE	AMT	ACTION FIN ASST	APPF	ROPRIATION	1
21. a.	9-9390BJD	b. 19NU20	GH002170	C.	GH	d.	\$0.00	e. 75-	19-1822-1031	1-001
22. a.	9-9390BKV	b. 19NU20	GH002170	C.	GH	d.	\$0.00	e. 75-	19-1822-1031	1-001
23. a.		b.		C.		d.		e.		

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2		DATE ISSUED 06/18/2019
GRANT NO.	6 NU	2GGH002170-01-04

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

Regents Of The University Of California, San Francisco, The

6 NU2GGH002170-01-04

1. travel approval

FUNDING OPPORTUNITY ANNOUNCEMENT (FOA) NUMBER: GH19-1942 GRANT # NU2GGH002170-01-04

ADDITIONAL TERMS AND CONDITIONS OF THIS AWARD

APPROVAL OF TRAVEL COSTS: This action approves budget and justification in the amount of \$8,396 for travel costs for satellite session of IAS meeting from the letter request dated May 14, 2019. The request has been reviewed and approved. Budget redirection is not requested for this action as funds are already in approved travel budget.

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

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

PLEASE REFERENCE YOUR AWARD NUMBER ON ALL CORRESPONDENCE

Percy Jernigan
Grants Management Specialist (GMS)
Office of Grants Services (OGS)
Office of Financial Resources (OFR)
Office of the Chief Operating Officer (OCOO)
Centers for Disease Control and Prevention (CDC)
Ibj7@cdc.gov | 770.488.2811

Dionne Bounds, Team Lead
Grants Management Officer (GMO)
Office of Grants Services (OGS)
Office of Financial Resources (OFR)
Office of the Chief Operating Officer (OCOO)
Centers for Disease Control and Prevention (CDC)
Dbounds@cdc.gov | 770.488.2082

Attachment D - Representations and Certification

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

Debarment, Suspension, and Other Responsibility Matters: Subrecipient 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.

Single Audit Assurance: Subrecipient assures Prime Recipient that it complies with A-133, 45 CFR 75, and/or 2 CFR 200, and that it will notify Prime Recipient of completion of required audits and of any adverse findings which impact this subaward.

Non-Discrimination: The Subrecipient must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, as amended, and certifies that valid Assurances of Compliance (Form HHS 690) are on file with the HHS Office for Civil Rights.

Statement of Non-Delinquency on Federal Debt: The Subrecipient certifies that it is in compliance with Office of Management and Budget Memorandum M-84-32, "Certification of Non-delinquency by Applicants for Federal Assistance," which provides that the recipient of federal funds is not delinquent on the repayment of any Federal debt.

Scientific Integrity: Subrecipient certifies that the institution has established administrative policies as required by the Final Rule (42 CFR 50, Subpart A), and that it will comply with those policies and the requirements of the Final Rule as published at 54 FR 32446 (August 8, 1989). Expenditures of awarded funds by the Subrecipient for research that are invalid or unreliable because of misconduct in science may be determined to be unallowable costs for which the Subrecipient is liable for repayment.

Certification of a Drug-Free Workplace: The Subrecipient certifies that it has implemented appropriate policy in accordance with the Drug-Free Workplace Act of 1988 as provided in 45 CFR 76, Subpart F.

Gun Control Prohibition (Div. G, Title II, Sec. 217): "None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control."

Lobbying Restrictions (Div. G, Title V, Sec. 503):

503(a): "No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself."

503(b): "No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government."

503(c): "The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control."

For additional information, see Additional Requirement 12 at http://www.cdc.gov/grants/additionalrequirements/index.html and Anti Lobbying Restrictions for CDC Grantees at http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf

Needle Exchange (Div. G, Title V, Sec. 521): "Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug."

Blocking Access to Pornography (Div. G, Title V, Sec. 526): "(a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities."

ATTACHMENT E

Research Subaward Agreement Pass-Through Entity (PTE) Contacts

11408sc

	L	Pass-Through Entity (P	TE) Contacts		
PTE Information					
Entity Name:	The Rege	nts of the University of California, S	an Francisco		
Legal Address:		lifornia Street, Ste. 315 ncisco, CA 94143-0962			
Website:	http://osr.ucsf.edu				
PTE Contacts					
Central Email	:	cgsuboutteam@ucsf.edu			
Principal Investiga	ator Name:	George Rutherford			
Email:	George.R	utherford@ucsf.edu	Telephone Number:		
Administrative Cor	ntact Name	: Lynette Simon-Moret			
		ret@ucsf.edu	Telephone Number:		
COI Contact email	l (if differen	t to above): coiac@ucsf.ed	u		
Financial Contact	Name:	Atour Malko			
Email:	Atour.Mall	ko@ucsf.edu	Telephone Number:		
Email invoices?	Yes 🔘	No Invoice email (if different): s	ubcontract@ucsf.edu		
Authorized Official	uthorized Official Name: Subaward Manager, Research Management Services				
Email:	CGSubOu	tTeam@ucsf.edu	Telephone Number:		
PI Address:					
3333 California Street, Ste. 315 San Francisco, CA 94153-0962					
Administrative Administrative Administrative	ddress:				
3333 California Street, Ste. 315 San Francisco, CA 94153-0962					
nvoice Address:					
1855 Folsom Street, #425 San Francisco, CA 94143-0812					

		Subaward Number:
	Subrecipient Contacts	11408sc
Subrecipient Information for	FFATA reporting	
Entity's DUNS Name:		
EIN No.:	Institution Type:	
DUNS:	Currently registered in SAM.gov: Yes No	No (if no, complete 3Bpg2)
Parent DUNS:	This section for U.S. Entities: Zip Code Look-u	
Place of Performance Address	Zin Codo+4:	
Subrecipient Contacts		
Central Email:		
Website:		
Principal Investigator Name		
Email:	Telephone Number:	
Administrative Contact Name	e:	
Email:	Telephone Number:	
Financial Contact Name:		
Email:	Telephone Number:	
Invoice/Payment Email:		
Authorized Official Name:		
Email:	Telephone Number:	
Legal Address:		
Administrative Address:		
Payment Address:		
. aymoneriumood.		

Officer 5 Compensation:

Highest Compensated Officers

Subaward	Number:
11408sc	

Subrecipient:	
Institution Name:	
PI Name:	
Highest Compens	sated Officers
the entity in the pre- Federal awards; and not have access to the periodic reports filed	compensation of the five most highly compensated officers of the entity(ies) must be listed if eceding fiscal year received 80 percent or more of its annual gross revenues in d \$25,000,000 or more in annual gross revenues from Federal awards; and the public does his information about the compensation of the senior executives of the entity through d under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue
Officer 1 Name:	
Officer 1 Compensation	n:
Officer 2 Name:	
Officer 2 Compensation	n:
Officer 3 Name:	
Officer 3 Compensation	n:
Officer 4 Name:	
Officer 4 Compensation	n:
Officer 5 Name:	