

AGREEMENT NO. M-Mandel-SFDPH-00sc

between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

and

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

THIS Agreement is entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, for the San Francisco campus ("UCSF") and SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH ("Recipient").

WHEREAS, UCSF's effort requires the participation of Recipient;

NOW THEREFORE, in consideration of the mutual promises set forth below, UCSF and Recipient agree as follows:

ARTICLE I. STATEMENT OF WORK

Recipient shall exercise reasonable efforts to carry out the Statement of Work described in Exhibit A, which is incorporated herein and made a part of this Agreement.

Any changes to the Statement of Work require prior approval from UCSF's Program Director.

ARTICLE II. PERIOD OF PERFORMANCE

The authorized period of performance is from September 1, 2016 through August 31, 2017. The period of performance may be extended only by written amendment to this Agreement.

ARTICLE III. CONSIDERATION

UCSF will reimburse Recipient on a cost-reimbursable basis for actual allowable costs in the performance of the work under this Agreement in the amount not to exceed \$27,365 which is based on the budget incorporated herein and made part of this Agreement as Exhibit B. Expenditures shall be in accordance with Exhibit B. This amount shall not be exceeded unless this Agreement is amended to add additional funds.

ARTICLE IV. INVOICING AND PAYMENT

Recipient shall submit monthly invoices in US Dollars to UCSF after incurring allowable costs not previously invoiced. All invoices must provide a current and cumulative breakdown of costs by major cost category in accordance with Exhibit B. All invoices must be dated, numbered, include a copy of the general ledger for the invoice period, and include this Agreement number M-Mandel-SFDPH-00 under this Agreement.

Invoices and questions related to financial reporting and payment of invoices should be directed to:

UCSF Financial Contact:

Naoki Onizuka

Email: Naoki.Onizuka@ucsf.edu

Phone: (415) 476-5571

Funds are subject to financial audit. Therefore, separate accounting of the funds must be maintained.

UCSF will make provisional payment on all invoices submitted in accordance with the terms of this Agreement. The final invoice marked "FINAL" must be submitted within forty-five (45) days after the expiration date of this Agreement. The final invoice shall include the following certification or similar version thereof:

"Payment of this final invoice shall constitute complete satisfaction of all of UCSF's obligations under this Agreement and San Francisco Department of Public Health releases and discharges The Regents of the University of California from all further claims and obligations upon payment hereof."

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

ARTICLE V. RECORDS AND AUDITS

Recipient shall maintain accurate records of all costs incurred in the performance of this work and agrees to allow representatives of UCSF reasonable access to its records to verify the validity of expenses reimbursed under this Agreement. Recipient shall maintain financial records, supporting documents and other records pertaining to this Agreement for a period of four (4) years from the termination date of this Agreement, date of final payment of expenditures or receipt of final financial report of this Agreement, whichever occurs later. Notwithstanding the foregoing sentence, any records pertaining to audit, appeals, litigation or settlement of claims arising out of performance of this Agreement shall be retained until such audits, appeals, litigation or claims have been disposed of.

All research records, including but not limited to original data and primary data-yielding materials, secondarily derived tables and figures, and statistical tabulations and other summaries, pertinent to this Agreement, shall be made available to UCSF upon its request and shall be retained by Recipient for a period of four (4) years from the termination date of this Agreement, except that records pertaining to any allegation of scientific misconduct or investigation, appeal, administrative proceeding or litigation relating to any charge arising out of the scientific performance of this

Agreement shall be retained until four (4) years after the conclusion of the allegation, investigation, appeal, administrative proceeding, or litigation pertaining thereto.

In the event that any payment made to Recipient is determined on the basis of an audit to be unallowable, Recipient shall promptly refund the unallowable amount to UCSF upon demand.

ARTICLE VI. PROJECT MANAGEMENT

For Technical Matters:

Recipient's Principal Investigator, William McFarland, is responsible for project oversight. No substitution may be made of Recipient's Principal Investigator without prior written approval of UCSF.

For Business Matters:

Whenever any notice of approval is to be given hereunder, it will be in writing and sent to the following named person at the address shown below:

For UCSF:

Deborah Howard, Subaward Manager

OSR - RMS

University of California

3333 California Street, Suite 315

San Francisco, CA 94143-3273

Email: deborah.howard@ucsf.edu

Phone (510) 642-8110

For Recipient:

Name: Sajid Shaikh

Address: 1380 Howard Street, 4th Floor

San Francisco, CA 94112

Email: Sajid.Shaikh@sfdph.org

Phone: 415-255-3512

ARTICLE VII. REPORTS

Technical Reporting:

Recipient shall furnish to UCSF any technical or performance reports and assistance reasonably requested by UCSF's Program Director listed below.

A final technical report shall be submitted to UCSF's Program Director and due no later than the close of the period for which such reports are made.

All technical reports shall be written and be sent to UCSF Program Director at:

PI: Jeff Mandel
Email: Jeff.Mandel@ucsf.edu
Phone: (415) 476-5758

With a copy to:

Program Manager: Ritu Sehgal
Email: Ritu.Sehgal@ucsf.edu
Phone: (415) 476-5671

Financial Reporting:

Recipient shall furnish to UCSF any financial reports and assistance reasonably requested by UCSF's Financial Contact listed in Article IV. Should the term of this award exceed twelve (12) calendar months, annual interim financial reports for each budget period of the grant are due no later than the close of the period for which such reports are made. The final financial report shall be due no later than forty-five (45) days after the expiration of this Agreement. All financial reports shall show actual expenditures reported as of the date of the report against the approved line item budget, and shall be sent to UCSF's Financial Contact named in Article IV.

ARTICLE VIII. COPYRIGHT

Recipient may assert copyright on materials that it produces in the performance of the work of this Agreement. Recipient shall grant to UCSF a non-transferable, irrevocable, royalty-free, non-exclusive license to use, reproduce, publish or re-publish, or otherwise disseminate such copyrighted materials first developed and delivered under this Agreement for non-commercial, academic, or educational purposes.

ARTICLE IX. PUBLICITY

The parties agree that neither will use the name or logo of the other party or its employees in any advertisement, press release or publicity with reference to this Agreement or any product or service resulting from this Agreement, without prior written approval of the other party. Recipient agrees and 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 permission of The Regents of the University of California. Such permission may be granted by the Chancellor or his designee, and UCSF hereby grants permission to Recipient to use UCSF's name for the purposes described in the preceding sentence. Recipient 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.

ARTICLE X. SUBCONTRACTING AND ASSIGNMENT

Recipient shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted, nor shall this Agreement be assigned, without

the prior written authorization of UCSF. Nothing contained in this Agreement shall create any contractual or agency relationship between a lower tier Recipient or assignee, and UCSF.

ARTICLE XI. SUSPENSION/TERMINATION

Either party may terminate this Agreement upon thirty (30) days advance written notice to the other party. In the event of such termination, Recipient shall take all reasonable steps to minimize further costs, and shall be entitled to reimbursement for allowable and proper budgeted costs and non-cancellable obligations incurred prior to the effective date of termination, except in no event shall such reimbursement exceed the amount set forth in Article III, Consideration. Within fifteen (15) days after termination, Recipient shall submit a final invoice to UCSF. The balance owed to Recipient will be paid upon receipt of all final reports. In the event of termination prior to the end date, Recipient agrees to deliver such information and items which, if this Agreement had been completed, would have been required to be furnished to UCSF as per the Statement of Work and this Agreement.

ARTICLE XII. DISPUTES

Any dispute arising under this Agreement which is not settled by this agreement may be settled by mediation, non-binding arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings, or the settlement of any dispute arising under this Agreement, Recipient shall proceed diligently with any work not in dispute.

ARTICLE XIII. INDEMNIFICATION

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

ARTICLE XIV. INSURANCE

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

1. 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

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

2. 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.

3. Workers' Compensation Coverage per statutory limits

4. 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 the Recipient, its officers, employees, and agents. Recipient upon the execution of this Agreement 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.

5. Certificates shall be issued in the name of The Regents of the University of California and include the Agreement No. in the Remarks section of the Accord Certificate and be mailed to the UCSF's Business Representative named in this Agreement.

ARTICLE XV. INDEPENDENT CONTRACTOR

Recipient and its employees, consultants, agents, or independent contractors will perform all services under this Agreement as independent contractors. Nothing in this Agreement will be deemed to create an employer-employee or principal-agent relationship between UCSF and Recipient's employees, consultants, agents, or independent contractors. Recipient and its employees, consultants, agents and lower tier Recipients will not, by virtue of any services provided under this Agreement, 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 XVI. ANTI-TERRORISM

Recipient agrees it will use the grant funds in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order 13224.

ARTICLE XVII. CHANGES

This Agreement may be modified only by written Agreement and executed by authorized representatives of both parties.

ARTICLE XIX. ENTIRE AGREEMENT

This Agreement, including the following Exhibits, states the entire contract between the parties in respect to the subject matter of the Agreement and supersedes any previous written or oral representations, statements, negotiations, or Agreements.

Exhibit A – Recipient’s Statement of Work
Exhibit B – Recipient’s Budget

FOR: SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH (“Recipient”)

FOR: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“UCSF”)

By: *Christine Prado for*

By: DocuSigned by:
Deborah Rutkowski-Howard _____
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Name: Tomas Aragon

Name: Deborah Howard

Title: Director of Population Health Division

Title: Subaward Manager

Date: 2/24/17

Date: 2/24/2017

Scope of Work

Willi McFarland, MD, PhD

Dr. McFarland is Director of HIV/AIDS Statistics and Epidemiology at the San Francisco Department of Public Health and Associate Professor in the Department of Epidemiology and Biostatistics at UCSF. He received an undergraduate degree from Stanford University and an MPH and MD from Tulane School of Medicine. Dr. McFarland conducts multiple studies to assess the burden of AIDS and the leading edge of HIV transmission in diverse communities at risk in San Francisco. Research projects range from the use of HIV and AIDS case reporting data to identify care and prevention disparities, HIV prevalence and incidence studies, and behavioral surveys. For I-TAPS, Dr. McFarland serves as a member of our core teaching faculty and primary mentor to trainees in the *Mentoring Skills Training Program*, the *Scientific Manuscript Writing Program*, and the *Grant Writing Program*. He coordinates training and technical assistance activities for scholars from all regions from which our ITAPS scholars come, including sub-Saharan Africa, Eastern Europe, Latin America, Southeast and Central Asia. Areas of focus include prevention intervention research, HIV/AIDS/STI surveillance, and prevention program monitoring and evaluation. He assists in the preparation of abstracts and presentations for international and regional AIDS conferences, in the writing of scientific manuscripts, provides report-backs from scientific conferences, and gives regional updates on HIV/AIDS in low- and middle-income countries. Additionally, he helps to plan and implement in-country scientific writing workshops initiated by our ITAPS mentors-in-training at their home institutions and/or regions. Dr. McFarland will dedicate 10% of his efforts to GHS International Training Program 2016-2017.

Exhibit B

San Francisco Department of Public Health Subcontract**Budget Period: 9/1/2016-8/31/2017****Budget Name: GHS International Training Program****Fund: 5018-482202-2001228-40**

32%

Personnel	Position Title	Salary Rate	% effort	# mos.	Salary	Benefits	Total
McFarland, Willi	Director of Surveillance	185,100	10.00%	12	18,510	5,923	24,433
Total Direct Costs							\$24,433
Overhead at 12%							\$2,932
Grand Total							<u><u>\$27,365</u></u>