

Research Subaward Agreement
14756sc
between
The Regents of the University of California
and
City & County of San Francisco

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 & County of San Francisco (hereinafter "Subrecipient").

WHEREAS, UCSF is the recipient of a contract **CER-2022C2-27634** ("Award") from Patient-Centered Outcomes Research Institute ("Sponsor"), for the conduct of a program entitled "**Pure-tone audiometry versus otoacoustic emissions for preschool hearing screening**" ("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 the Subrecipient's Scope of Work (Attachment A), which is incorporated herein and made a part of this Subaward.

Article II – Project Management

Dylan Chan 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.

Katie DellaMaria 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. In the event that a change in Subrecipient's Principal Investigator is necessary, UCSF must be notified in writing immediately and UCSF has the right to approve any Subrecipient Principal Investigator.

Article III – Period of Performance

The authorized period of performance is from **August 01, 2023** through **July 31, 2024**. 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 the 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 **\$176,325** 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 without written authorization of UCSF's Principal Investigator and subsequent formal amendment to this Subaward.

Subrecipient shall obtain written prior approval from UCSF's Principal Investigator if reallocation of approved funds exceeds the lesser of \$25,000 or 50% of the cumulative total for all budget years of any of the approved budget line items impacted by a proposed reallocation within the approved budget included as Attachment B.

Carry forward is allowable

Article V – Method of Payment

Subrecipient shall submit quarterly invoices for the allowable costs incurred in the performance of the work hereunder to UCSF. 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, **14756sc**. 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
Include the UCSF Principal Investigator (dylan.chan@ucsf.edu) and UCSF Financial Contact (elena.wright@ucsf.edu) on the invoice emails

For questions about invoicing, submit a ticket at https://ucsf.service-now.com/ucsfit?id=ucsf_public_scm_to_inc. 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 UCSF's 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 and/or Sponsor 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 six (6) 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 settlement of 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 six (6) 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, 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 the 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 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.

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.

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 – Liability

Subrecipient shall defend, indemnify, and hold UCSF, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this subaward 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 Subrecipient, its officers, employees, or agents.

UCSF shall defend, indemnify, and hold Subrecipient, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Subaward 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 UCSF, its officers, employees, or agents.

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 the 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 D.

Article XV – Prime Award Provisions

The appropriate provisions of the Award set forth in Attachment C, which is incorporated herein and made a part of this Subaward, are applicable to Subrecipient, and Subrecipient hereby agrees to comply with such provisions. In all such provisions, context of the provision requires otherwise, the term "Recipient" or "you" shall mean "Subrecipient", and the terms "PCORI", we" or "us" and equivalent phrases shall mean "UCSF". It is intended that the appropriate provisions shall apply to Subrecipient in such manner as is necessary to reflect the position of Subrecipient as a subgrantee to UCSF, to ensure Subrecipient's obligations to UCSF and to the Sponsor, and to enable UCSF to meet its obligations under its Award.

In all cases prior approval requests shall be submitted to UCSF's representative named in Article XIV.

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

Article XVI – Governing Law

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

Article XVII – 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 – Contacts

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

FOR: The Regents of the University of California

FOR: City & County of San Francisco

Date:

Date: