Committee Item No.

Board Item No.

### COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Board of Su	pervisors Meeting	Date September 27, 201	<u>1</u>
Cmte Board	Motion Resolution Ordinance Legislative Digest Budget Analyst Report Legislative Analyst Report Legislative Analyst Report Legislative Analyst Report Youth Commission Report Introduction Form (for h Department/Agency Cov MOU Grant Information Form Grant Budget Ethics Form 126 Subcontract Budget Contract/Agreement Award Letter Application Correspondence	ort	
OTHER	(Use back side if additio	nal space is needed)	
Completed be Completed be	y: Andrea Ausberry	Date <u>September 21</u> Date	, 2011

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

Accept and Expend	Grant - Centra	al Asia Surveillance Assessment	- \$23,933]

Resolution authorizing the Department of Public Health to retroactively accept and expend a grant from the Columbia University in the amount of \$23,933 to participate in a program entitled "Central Asia Surveillance Assessment" for the period of April 1, 2011, through June 30, 2011.

WHEREAS, Columbia University has agreed to fund DPH in the amount of \$23,933 for the period of April 1, 2011 through June 30, 2011; and

WHEREAS, Funds provided under this grant will be used to conduct assessment of the sentinel surveillance systems of Kazakhstan and Kyrgyzstan; and

WHEREAS, As a condition of receiving the grant funds, Columbia University requires the City to enter into an agreement (the "Agreement"), a copy of which is on file with the Clerk of the Board of Supervisors in File No.111040; which is hereby declared to be a part of this resolution as if set forth fully herein; and

WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH for one existing position, one Supervising Physician Specialist (Job Class 2233) at .32 FTE, for the period of April 1, 2011 through June 30, 2011; and

WHEREAS, A request for retroactive approval is being sought because DPH did not receive the contract purchase order until July 26, 2011 for a project start date of April 1, 2011; and

WHEREAS, The budget includes a provision for indirect costs in the amount of \$3,913; now, therefore, be it

RESOLVED, That DPH is hereby authorized to accept and expend a grant retroactively in the amount of \$23,933 from Columbia University; and, be it

#### RESOLUTION NO.

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

FURTHER RESOLVED, That the Director of Health is authorized to enter into the agreement on behalf of the City.

RECOMMENDED:

Barbara A. Garcia, MPA Director of Health APPROVED:

Office of the Mayor

Office of the Controller

### City and County of San Francisco

## **Department of Public Health**



Edwin M. Lee Mayor Barbara A. Garcia, MPA Director of Health

TO:	Angela Calvillo, Clerk of the Board of Supervisors	
FROM:	Barbara A. Garcia Director of Health	
DATE:	August 25, 2011	•
SUBJECT:	Grant Accept and Expend	
GRANT TITLE:	Central Asia Surveillance Assessment - \$23,933	
Attached please	find the original and 4 copies of each of the following:	
	grant resolution, original signed by Department	
	mation form, including disability checklist -	
⊠ Budget and	d Budget Justification	1
in the project	ication: Not Applicable. No application submitted. Ask ect. :/ Award Letter	ed to participate
Other (Expl	lain):	
Special Timeline I	Requirements:	
Departmental re	epresentative to receive a copy of the adopted reso	olution:
Name: Richelle-l	Lynn Mojica Phone: 255-355	5
	ddress: Dept. of Public Health, Office of Quality Mana grams, 1380 Howard St.	gement for
Certified copy red	quired Yes ☐ No ⊠	
		The second second

File Number: 11040
(Provided by Clerk of Board of Supervisors)

## **Grant Information Form**

<u> </u>	Effective March 2005)
Purpose: Accompanies proposed Board of Supervisionds.	sors resolutions authorizing a Department to accept and expend gr
The following describes the grant referred to in the	accompanying resolution:
1. Grant Title: Central Asia Surveillance Assessme	ent
Department: Department of Public Health     AIDS Office     HIV Epidemiology Section	
3. Contact Person: Henry Fisher Raymond	Telephone: 554-9093
4. Grant Approval Status (check one):	
[X] Approved by funding agency	[] Not yet approved
5. Amount of Grant Funding Approved or Applied f	or: \$23,933
6a. Matching Funds Required: \$0 b. Source(s) of matching funds (if applicable):	
7a. Grant Source Agency: Columbia University b. Grant Pass-Through Agency (if applicable):	
8. Proposed Grant Project Summary: To conduct as Kyrgyzstan.	ssessment of the sentinel surveillance systems of Kazakhstan and
9. Grant Project Schedule, as allowed in approval d	ocuments, or as proposed:
	re: 06/30/2011
10a. Amount budgeted for contractual services: No	
b. Will contractual services be put out to bid? N/A	
c. If so, will contract services help to further the go requirements? N/A	oals of the department's MBE/WBE
d. Is this likely to be a one-time or ongoing reques	st for contracting out? N/A
11a. Does the budget include indirect costs?	[X]Yes []No
b1. If yes, how much? \$3,913 b2. How was the amount calculated? 24.84% of to	
c. If no, why are indirect costs not included? [] Not allowed by granting agency [] Other (please explain):	[] To maximize use of grant funds on direct services
c2. If no indirect costs are included, what would h	ave been the indirect costs?

12. Any other significant grant requirements or comments:

We respectfully request for approval to accept and expend these funds retroactive to April 1, 2011. The Department received the contract purchase order on July 26, 2011.

Grant Code is: HCAO46/11

#### \*\*Disability Access Checklist\*\*\*

13. This Grant is intended for	activities at (check all that apply):		•
<ul><li>[X] Existing Site(s)</li><li>[] Rehabilitated Site(s)</li><li>[] New Site(s)</li></ul>	[] Existing Structure(s) [] Rehabilitated Structure(s) [] New Structure(s)	[] Existing Program(s) or Service(s) [X] New Program(s) or Service(s)	
that the project as proposed w local access laws and regulati	vill be in compliance with the Ame	ce on Disability have reviewed the propricans with Disabilities Act and all othen of persons with disabilities, or will rec	r Federal, State and

Comments:	: <b>.</b>	
Departmental or Mayor's Office of Disability Reviewer:	Dans (N	
	Jason Hashimoto	
Date Reviewed: 8/24/11		
Department Approval:		

Director of Public Health

Barbara Garcia, MPA

# SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH AIDS Office - HIV Epidemiology Section

Central Asia Surveillance Assessment. 4/1/11 - 6/30/11

HPH-03 2S/CHS/GNC HCHPDHIVSVGR HCAO46 1100 Dept / Div: Fund Group: Index Code: Grant Code: Grant Detail:

CATEGORY/LINE ITEM	Annual Salary	27.08% Annual Frin Ben	Total Annual % OF Sal/Frin Ben TIME	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget
A. PERSONNEL HIV SEROEPIDEMIOLOGY							1		e .	
Supervising Physician Specialist     2233 7 W McFarland	196,924	53,327	250,251	32%	0.32	16,410	3.00	15,754	4,266	20,020
2. COLA 4%			-					0	0	
3. STEP Increases 5%			·					0		

20,020 15,754 4,266 15,754 0.65 0.32 250,251 53,327 196,924

00101 SALARIES 00103 FRNG BN SUB TOTAL

TOTAL SALARY/FRINGE

#####

D. EQUIPMENT
1. Non Inventorial Equipment
Sub Total EQUIPMENT

VEI.
1. Local Travel-(02301)
2. Out-of-Jurisdiction Travel(02101)
Sub Total TRAVEL

C. TRAVEL

Sub Total CONTRACTS

F. CONTRACTUAL SERVICES (02789) 1. UCSF 2. PHFE

Laboratory Supplies (04431)
 Educational Supplies
 Sub Total SUPPLIES

E. MATERIALS AND SUPPLIES1. Office Supplies (04951)2. Food (04699)

# SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH AIDS Office - HIV Epidemiology Section

Central Asia Surveillance Assessment 4/1/11 - 6/30/11

HPH-03 2S/CHS/GNC HCHPDHIVSVGR HCAO46 1100 Dept / Div: Fund Group: Index Code: Grant Code: Grant Detail:

		_
		Frin Ben
		Salary
		Monthly
		% OF
		% OF
		Total Annual
	27.08%	Annual
		Annual
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	**	EM EM

CATEGORY/LINE ITEM	· .	Annual Salary	27.08% Annual Frin Ben	Total Annual Sal/Frin Ben	% OF	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	
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b Photocopier Maint (02931)	int (02931)										0	
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	DIRECT COSTS								=		20,020	
ON) H	INDIRECT COST (24.84% of	(24.84% of total salaries)									3,913	
	TOTAL BUDGET										23,933	
	AWARD										23,933	
	SURPL/(DEFICIT)			•				,			(c)	

## San Francisco Department of Public Health (SFDPH) AIDS Office HIV Epidemiology Section

#### Central Asia Surveillance Assessment

**BUDGET JUSTIFICATION** April 1, 2011- June 30, 2011

A. B.	PERSONNEL MANDATORY FRINGE	
1.	0.32 2233 – Supervising Physician Specialist: Willi McFarland Annual Salary \$196,924 x 0.32 FTE for 3 months = \$15,754 Mandatory Fringe Benefits (@ 27.08%) = \$4,266	\$20,020
Dr. N surve	McFarland will provide consulting services to conduct assessments of the secullance systems of Kazakhstan and Kyrgyzstan.	ntinel
тот	Total Salaries Total Fringe TAL PERSONNEL:	\$15,754 \$4,266 <b>\$20,020</b>
<b>C.</b>	TRAVEL	\$0
D.	EQUIPMENT	\$0
E.	SUPPLIES	\$0
F.	CONTRACTUAL	<b>\$0</b>
G.	OTHER	<b>\$0</b>
	TOTAL DIRECT COSTS	\$20,020
н.	INDIRECT COSTS (24.84% of total salaries)	\$3,913
	TOTAL BUDGET:	\$23,933

# © COLUMBIA UNIVERSITY

#### IN THE CITY OF NEW YORK

VENDOR 4 CITY & COUNTY OF SAN FRANCISCO

1380 HOWARD STREET

SUITE 441

SAN FRANCISCO, CA 94103

FAX: 415 554-2357

SHIP TO A

Columbia University

(PREPAY AND

MSPH/ICAP

INVOICE

722 WEST 168TH STRRES

CHARGES) 13TH FLOOR

NEW YORKNY100032

BILL TO

COLUMBIA UNIVERSITY

MSPH-ICAP

ATTN: FINANCE DEPT.

722 W.168TH.STREET, 7TH.FLOOR

NEW YORK, NY 10032

#### CONTRACT PURCHASE ORDER

05-31-11

593383

PUT THIS NUMBER ON ALL INVOIDES AND PACKAGES

DELIVERY, REQUIRED 110530

PER AGREEMENT DISCOUNT

PER AGREEMENT

FOB POINT VENDOR NUMBER 000057868-1

SHIPPING INSTRUCTIONS

TERMS

The University is exempt from Federal Excise Taxes (Section 501 (A) Contract A153501) and is also exempt from New York State (Ex 127902) and local sales and use taxes. Do not include taxes when submitting invoices.

The Setler hereby agrees to and shall be bound by the terms and conditions stamped or printed on the reverse side of this form or enclosed herewith

This OPEN CRDER is good only for the period shown below and will expire on the date shown unless previously canceled. If renewed, a new order will be issued to replace it. If changes are required, they must be made in writing by the purchasing office

This is an OPEN ORDER designed for multiple deliveries and billings For period 04-01-2011 to 06-30-2011 only.

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# D COLUMBIA UNIVERSITY

IN THE CITY OF NEW YORK

VENDOR & CITY & COUNTY OF SAN FRANCISCO

PAGE 2 OF 3

SHIP TO E (PREPAY AND INVOICE CHARGES)

BILL TO =

#### CONTRACT PURCHASE ORDER

05-31-11

593383

PUT THIS NUMBER ON ALL INVOICES AND PACKAGES

DELIVERY REQUIRED TERMS FOB POINT VENDOR NUMBER SHIPPING INSTRUCTIONS

DISCOUNT

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The University is exempt from Foderal Excise Texes (Section 501 (A) Contract A153501) and is also exempt from New York State (Ex 127902) and local sales and use taxes. Do not include taxes when submitting invoices.

The Seller hereby agrees to and shall be bound by the terms and conditions stamped or printed on the reverse side of this form or enclosed herewith

This OPEN ORDER is good only for the period shown below and will expire on the date shown unless previously canceled. If renewed, a new order will be issued to replace it, if changes are required, they must be made in writing by the purchasing office.

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# © COLUMBIA UNIVERSITY

IN THE CITY OF NEW YORK

VENDOR 4 CITY & COUNTY OF SAN FRANCISCO

PAGE 3 OF 3

SHIP TO d (PREPAY AND INVOICE CHARGES)

BILL TO

#### CONTRACT PURCHASE ORDER

05-31-11

593363

PUT THIS NUMBER ON ALL INVOICES AND PACKAGES

**DELIVERY REQUIRED** TERMS **FOB POINT** VENDOR NUMBER

SHIPPING INSTRUCTIONS

DISCOUNT

The University is exempt from Federal Excise Taxes (Section 501 (A) Contract A153501) and is also exempt from New York State (Ex 127902) and local sales and use taxes. Do not include taxes when submitting invoices.

The Seller hereby agrees to and shall be bound by the terms and conditions stamped or printed on the reverse side of this form or enclosed herewith.

This OPEN ORDER is good only for the period shown below and will expire on the date shown unless previously canceled. If renewed, a new order will be issued to replace It. If changes are required, they must be made in writing by the purchasing office.

This is an OPEN ORDER designed for multiple deliveries and billings For period ίO CONTINUATION OF ITEM NUMBER CONTACT: 212-304-7110 ....: PHONE CAM2222@COLUMBIA.EDU \*\*\*\* FOR QUESTIONS REGARDING PAYMEN T, PLEASE CONTACT: CAM2222@COLUMBIA.EDU \*\*\*\* WILLI MCFARLAND@HOTMAIL.COM Joseph M. Huny TOTAL VICE PRESIDENT OF PURCHASING WILL ANSWER QUESTIONS (212) DEPARTMENT REQUISITION NO VENDOR TYPE

#### Columbia University Purchasing Terms and Conditions

- 1. DELIVERABLES. The term "Deliverables" shall mean the materials, goods, articles, and services that are the subject of this purchase order ("Order"). All quoted prices are for F.O.B. delivery point, unloaded and assembled, and shall be deemed to include the entire compensation to be paid to the vendor or other provider identified in this Order ("Vendor") including, but not limited to delivery charges, demurrage, insurance, packing, boxing, and container charges.
- 2. DELIVERY: OWNERSHIP. Time is of the essence in Vendor's performance of this Order. If Vendor fails to comply, Columbia reserves all rights available under law, and specifically, the right to cancel the Order, in whole or in part, and to purchase the Deliverables from another source, and to charge Vendor with any loss incurred as a result of such action. To the extent not automatically vested in Columbia, Vendor hereby assigns to Columbia ownership of all Deliverables to be provided hereunder. In addition, unless otherwise specifically agreed in the Order, Deliverables to be developed for Columbia (and any associated invention, improvement, discovery, or innovation made, conceived or actually reduced to practice by Vendor) will be owned exclusively by Columbia, including all copyright, patent, and other proprietary and intellectual property rights therein, and such rights are hereby conveyed to Columbia. Upon Columbia's request, Vendor will execute any additional documents necessary for Columbia to perfect its ownership rights.
- 3. ACCEPTANCE: CANCELLATION: CHANGES: FORCE MAREURE. All Deliverables shall be subject to the right of inspection and acceptance or rejection by Columbia. For its convenience or due to force majoure. Columbia may cancel this Order in whole or in part or change the specifications at any time. Upon cancellation, Vendor shall stop all work.
- 4. WARRANTIES; NON-WAIVER; SET-OFF. Vendor expressly warrants that all Deliverables (i) meet in all respects the highest applicable standards of the industry and, in addition, any requirements and specifications set forth or referenced in the Order; (ii) are fit for the purpose for which similar inaterials and services are ordinarily employed; (iii) are free from defects in materials and workmanship, (iv) are merchantable; (v) do not infringe or misappropriate the rights of any third party or violate any law; and (vi) were not manufactured, priced or sold in violation of any law, including, without limitation, those relating to health and safety. Vendor warrants that it has all power and authority to convey ownership rights and licenses to Columbia in accordance with this Order. Vendor further warrants that any services under this Order will be performed in a diligent and highly professional manner, in accordance with applicable law, and through experienced individuals qualified to perform the Services. All warranties shall survive delivery, acceptance of, and payment for the Deliverables. Columbia may set-off amounts owing from Vendor to Columbia against any amount owing from Columbia to Vendor.
- 5. APPLICABLE LAW AND PERMISSIONS. This Order and transaction shall be governed by the laws of the State of New York applicable to contracts made and to be performed within New York. Vendor's performance under this Order shall comply with all applicable laws, roles and regulations. Vendor will obtain all required governmental and third-party licenses, approvals, and permits appropriate for the provision of Deliverables.
- 6. INDEMNIFICATION. In addition to any liability or obligation of Vendor to Columbia at law. Vendor shall be liable to and defend, hold harmless and indemnify Columbia, its trustees, officers, employees, and agents (collectively, "Indemnitees"), from and against any actions, suits, claims, judgments, liabilities, losses, costs and expenses (including actual attorney's fees) arising out of or relating to directly or indirectly. Vendor's performance of this Order or its provision of the Deliverables, including, without limitation, any breach by Vendor of this Order or allegation that the Deliverables, or Columbia's use of the Deliverables, infringe or misappropriate the copyright, patent, or other proprietary or intellectual property right of any third party, or that the work performed by Vendor violates any applicable law or its agreements with any third party.
- 7. INSURANCE
- (a) Vendor must maintain, at its own cost and expense, the following types and amounts of insurance with insurers rated "A" "VII" or better by A.M. Best and licensed in the State of New York:
- 1) Commercial General Liability insurance, written on an occurrence basis including, but not limited to, coverage for contractual liability, products and completed operations, personal injury, bodily injury and broad form property damage liabilities with liability limits not less than \$1,000,000 per occurrence and annual aggregate. Vendor shall maintain products and completed operations insurance for 3 years after termination of the Order.
- 2) When working on-site at Columbia facilities or at Columbia sponsored events.
  - (i) Workers' Compensation and Employers Liability insurance, covering each employee of Vendor engaged in the performance of work under this Agreement, with minimum limits of liability in accordance with

- applicable state law in the case of Workers' Compensation insurance, and with not less than the following limits of liability in the case of Employers Liability insurance: Workers' Compensation Coverage A Statutory; Employers Liability -Coverage B Each Accident \$1 million: Policy Limit \$1 million: Each Employee by Disease \$1 million.
- (ii) Automobile Liability insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and preperty damage of not less than \$2,000,000 per occurrence.
- 3) Professional Liability insurance with limits not less than \$1,000,000 per occurrence and annual aggregate covering the errors and omissions of Vendor
- 4) Each of the policies required by subsections (1) and (2)(ii) above shall provide that the insurance company pay the costs of defense (including attorneys' fees) of any suit or proceeding against Columbia or the other Indemnitees, alleging any omission or act relating to this Order, and seeking damages on account thereof, even if such suit is groundless, false or fraudulent. These insurances shall be primary. The policies shall be written to cover claims incurred, discovered, manifested or made during or after the expiration of this agreement. Other Vendor insurance shall not reduce or limit Vendor's obligation to indemnify and defend Columbia or Vendor's liabilities for claims made or suits arising or resulting from or in connection with the performance of this Agreement. Any insurance Columbia University may purchase shall be excess and non-contributory.
- (b) Prior to commencement of the work, the Vendor will deliver certificates of insurance to the University providing evidence of the coverage required above. Each certificate of insurance, with the exception of Workers' Compensation and Employers Liability Insurance, shall name The Trustees of Columbia University in the City of New York, its trustees, officers, agents and employees as additional insured. The Vendor shall provide Columbia University with 30 days prior written notification if their insurance is cancelled or a material change has been made to their policy. Certificates of insurance and written notice of cancellation by Vendor are to be sent to the Columbia University Purchasing Office. 615 West 131st Street, 3rd Floor, New York, NY 10027.
- TAXES. No federal excise taxes, or state or local taxes shall be included in any invoice. The Deliverables covered by this Order are exempt from such taxes. Upon request, Columbia will issue an exemption certificate to Vendor.
- 9. ADDITIONAL CLAUSES AND CERTIFICATIONS. If this Order is funded by the federal government, Vendor is required to comply with all applicable federal laws, which are hereby incorporated by reference as if they were set forth herein, including, but not limited to, the laws, regulations and rates identified in the attachment hereto. Procurements made with federal funds are subject to compliance with the standards and requirements as set forth in 2 CFR, Part 215 and OMB Circular A-133. Paragraph 5. All procurement requirements contained in the above referenced Circulars are incorporated herein by reference.
- 10. PAYMENT. Columbia will make reasonable efforts to pay invoices within the not terms indicated on the face of this Purchase Order after proper delivery and acceptance of Deliverables and receipt of invoice. Columbia has the right to withhold charges that are under dispute until resolved. If this Order is funded by Foderal Funds (designated on the face of the Order), this Order is contingent on Columbia's receiving the Federal amounts.
- 1). CHANGES TO TERMS. Any changes or exceptions to the Purchase Order terms and conditions must be agreed to by Cohunbia in writing. Any variance from or addition to these Purchase Order terms and conditions in any present or future invoice or other document delivered by Vendor will be void and of no effect unless agreed to in writing by an authorized representative of Columbia.
- 12. USE OF NAME. Vendor will not use the name, insignia, or symbols of Coimbia, its faculties or departments, or any variations or combination thereof, or the name of any trustee, faculty member, other employee, or student for any purpose whatsoever without Columbia's prior written consent.

  13. PRODUCT RECALL NOTIFICATION. If there is a product recall affecting any Deliverables, Vendor shall promptly send a written notification of recall including instructions for disposal and replacement to the Executive Director of Purchasing, Columbia University, 615 West 131" Street, 3rd Floor, New York, NY 10027, Vendor must also send a copy of recall notification to the end user as indicated on the ship-to information on the face
- 14. NON-DISCRIMINATION. Columbia is an Equal Opportunity Employer. Vendor hereby represents that it is an Equal Opportunity Employer. The provisions of 41 C.F.R. § 60-1.4(a), 41 C.F.R. § 60-250.5(a), 41 C.F.R. § 60-741.5(a), and 29 C.F.R. Part 470 are, if applicable, hereby incorporated by reference.

## Columbia University Service Provider Agreement

Service Provider Agreement ("Agreement") dated as of March DE, 201 (the "Effective Date") between The Trustees of Columbia University in the City of New York ("Columbia") and Sanfrancisco Dept. of Public Health / City ("Service Provider").

One County of Sanfrancisco

- 1. <u>Scope</u>. Service Provider agrees to perform the services described in Attachment 1 (the "Services").
- 2. <u>Payments</u>. Conditioned upon Service Provider's performance of the Services in accordance with this Agreement, Columbia will pay Service Provider the amounts specified in Attachment 1 (the "Statement of Work"). The payments specified in Attachment 1 represent Columbia's total financial commitment to Service Provider for all Services and deliverables, and other obligations under this Agreement.

#### 3. Performance of Services.

- (a) Service Provider will perform the Services in a timely manner and in accordance with any project schedule set forth in Attachment 1. The parties agree that "time is of the essence" with respect to Service Provider's performance.
- (b) Service Provider will assign qualified and experienced personnel, to perform the Services. Where Attachment 1 identifies specific Service Provider personnel, these individuals will remain assigned to provide the Services throughout the term of this Agreement, in accordance with their roles and responsibilities identified in Attachment 1, unless otherwise approved in writing by Columbia. However, if Columbia objects to the manner of performance of any Service Provider personnel (including any third party contractors or agents of Service Provider), Service Provider will promptly take all necessary actions to rectify the objections, including, if requested by Columbia, the prompt removal of the individual from the provision of Services to Columbia. If it becomes necessary to replace any personnel, Service Provider will provide, as a replacement a person with equivalent or better qualifications, as approved by Columbia (such approval not to be unreasonably withheld).
- (c) Columbia will have a reasonable opportunity (not to exceed 30 days, unless otherwise specified in Attachment 1) to review all deliverables or Services provided to Columbia under this Agreement. If Columbia informs Service Provider of a deficiency in the deliverables or Services, Service Provider will promptly make corrections and resubmit them to Columbia for review and approval. Service Provider will not charge Columbia for the time and expense in making corrections to deliverables that fail to comply with the requirements of this Agreement. If Service Provider is not able to timely make all appropriate corrections, Columbia may elect to terminate the applicable Statement of Work(s), in which event Service Provider will promptly refund any amounts previously paid by Columbia for work not performed in accordance with this Agreement. Nothing in this clause (c) will excuse Service Provider from meeting any delivery or project schedule set forth in Attachment 1.

(d) Service Provider will provide timely and complete status and other reasonable reports to Columbia at least once each month or as otherwise required by Attachment 1. Status reports will identify anticipated or actual project delays or issues in reasonable detail. If Service Provider believes that Columbia is failing to perform any activity or obligation that will delay or interfere with Service Provider's performance of this Agreement, Service Provider will promptly notify Columbia's Project Manager in writing, and will cooperate with Columbia's efforts to resolve the matter. Columbia's failure to perform any activity or obligation will not excuse Service Provider's delay or nonperformance, unless Service Provider provides timely notice to Columbia in accordance with this Agreement.

#### 4. Warranties.

- (a) Each of Service Provider and Columbia warrants that it has the requisite power and authority to enter into and perform its obligations under this Agreement. Service Provider warrants that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.
- (b) Service Provider warrants that it will perform the Services (i) in a diligent and highly professional manner, (ii) in accordance with applicable law; and (iii) through experienced individuals qualified to perform the Services. Service Provider will obtain all required governmental and third-party licenses, approvals, and permits appropriate for the provision of Services and deliverables.
- (c) Service Provider warrants that all deliverables will be developed in accordance with the quality standards of the applicable industry, and will meet in all respects the requirements set forth in Attachment 1. Service Provider further warrants that the Services and deliverables will not infringe or misappropriate the rights of any third party, and that Service Provider has all power and authority to convey ownership of the Services and deliverables to Columbia in accordance with this Agreement.

#### 5. Confidentiality.

- (a) Service Provider will treat as confidential all data, records, accounts, and other information regarding Columbia and its affiliates that become known to Service Provider or is generated by Service Provider through its activities hereunder, including information regarding Columbia's and its affiliates' operations, policies, procedures, faculty, employees, students, information technology systems, and financial information and plans ("Columbia Confidential Information"). Columbia Confidential Information includes the Services and deliverables. Service Provider's confidentiality obligations include establishing and maintaining appropriate safeguards, procedures, and systems to avoid the unauthorized destruction, loss, alteration, access to, or disclosure of any Columbia Confidential Information, in accordance with the standards of the applicable industry and as otherwise required by applicable law.
- (b) Columbia will treat as confidential all of Service Provider's proprietary methodologies, software and materials that Service Provider provides to Columbia hereunder and which are marked "Confidential" or "Proprietary" ("Service Provider

Confidential Information"). In no event will Service Provider Confidential Information be deemed to include any Columbia Confidential Information.

- (c) During and after the term of this Agreement, neither party will use or disclose the other party's Confidential Information, except for the purpose of providing, receiving or using the Services in accordance with this Agreement, or as may be required by law, regulation or court order. Service Provider will obtain from all subcontractors and agents authorized to perform the Services under this Agreement a signed written statement agreeing to the confidentiality provisions herein.
- (d) The obligations of confidentiality under this Section do not apply to any information to the extent it: (i) was known to the receiving party prior to such party's receipt of or access to that information under this Agreement, (ii) was or becomes a matter of public information or publicly available through no act or failure to act on the part of the receiving party, (iii) is acquired from a third party entitled to disclose the information without obligation of confidentiality, or (iv) is developed independently and without use of the disclosing party's Confidential Information.

#### 6. Ownership Rights.

- (a) All deliverables to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Service Provider in the performance of Services hereunder, (collectively the "Work Product") will be owned exclusively by Columbia, including all proprietary and intellectual property rights therein. To the fullest extent permissible under law, the Work Product will be a "work made for hire" for the University. To the extent not automatically vested in Columbia, Service Provider hereby assigns to Columbia all right, title and interest in and to the Work Product, including, without limitation, copyright, patent, and trade secret rights. Upon Columbia's request, Service Provider will execute any additional documents necessary for Columbia to perfect its ownership rights.
- (b) Notwithstanding the foregoing, Service Provider will retain ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Work Product, provided that Service Provider will inform Columbia in writing before incorporating any pre-existing material or pre-existing intellectual property into the Work Product. Service Provider hereby grants Columbia a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense) to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing materials and intellectual property as may be incorporated into the Work Product or otherwise provided to Columbia in the course of performing the Services.

#### 7. Indemnity.

(a) Service Provider will indemnify, hold harmless and defend Columbia, its trustees, officers, faculty, students, agents, and employees against any and all damages, suits, actions, claims, liabilities, losses, judgments, costs and expenses arising out of or relating to (i) any personal or bodily injury (including death) or property damage caused by Service Provider's negligent, willful, or unlawful acts or omissions or

breach of this Agreement, (ii) breach of Service Provider's confidentiality obligations, or (ili) an infringement or misappropriation of any third party intellectual property or proprietary rights (including, without limitation, trademark, trade secret, copyright or patent) by the Services or Work Product.

(b) Columbia will provide prompt written notice to Service Provider of any claim that Service Provider is obligated to indemnify under this Agreement. Service Provider will be permitted to control the defense of the claim and any related settlement negotiations, and Columbia will cooperate (at Service Provider's expense) with the defense and settlement of the claim. In seeking to settle a claim, Service Provider may not purport to accept or expose Columbia to any liability, or admit to any fault, unless approved in writing in advance by an authorized representative of Columbia. Columbia will have the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

#### 8. Disputes.

- (a) The parties will make good faith efforts to resolve any dispute concerning this Agreement prior to commencing litigation.
- (b) Columbia will not be deemed in breach of this Agreement for withholding any portion of payment that Columbia is disputing in good faith. Columbia will, however, make prompt payment of any portion of an amount not under dispute.
- (c) The laws of the State of New York will govern all rights, duties, and obligations arising from or relating in any manner to this Agreement, without regard to conflict of laws principles. Any and all claims arising from or relating to this Agreement will be heard either in United States or New York State courts located in the City and County of New York.
- 9. <u>Use of Name</u>. Service Provider will not use the name, insignia, or symbols of Columbia, its faculties or departments, or any variations or combination thereof, or the name of any trustee, faculty member, other employee, or student of Columbia for any purpose whatsoever without Columbia's prior written consent.

#### 10. Term and Termination.

- (a) The term of this Agreement is from April 1 , 20 11to June 30 2011, unless otherwise terminated in accordance with this Section. The Statement of Work will begin on the Effective Date and will end when Service Provider and Columbia have completed their obligations there under, unless otherwise stated in the Statement of Work.
- (b) Columbia may terminate this Agreement in whole or in part at any time without cause upon at least 15 days written notice to Service Provider. If this Agreement is a subcontract (with Columbia being the contractor to another party, and Service Provider being Columbia's subcontractor), then Columbia may immediately terminate this Agreement upon written notice to Service Provider if the prime contract is terminated for any reason.

- (c) Columbia may terminate this Agreement for Service Provider's breach upon at least 10 days written notice to Service Provider, unless during such notice period Service Provider fully cures the breach to Columbia's reasonable satisfaction.
- (d) Service Provider may terminate this Agreement for Columbia's breach for failure to pay any amounts then due upon at least 30 days written notice to Columbia, unless during such notice period Columbia fully cures the breach.
- (e) If Columbia terminates this Agreement without cause. Columbia will promptly pay Service Provider for its Services performed through the effective date of termination, in accordance with the terms of this Agreement.
- (f) In the event of any termination, or at any time upon Columbia's request, Service Provider will: (i) immediately return to Columbia any Columbia proprietary materials and information in Service Provider's possession or control, including without limitation all Columbia Confidential information and any deliverables then under development; and (ii) at Columbia's request, cooperate with Columbia in the transition of the work performed under this Agreement to Columbia or its designee.
- (g) Any provisions of this Agreement (including, but not limited to, confidentiality and indemnity obligations) that by their nature extend beyond termination will remain in effect in accordance with their terms.

#### 11. Insurance.

- (a) Service Provider will maintain, at its own cost and expense, the following types and amounts of insurance with insurers rated "A" "VII" or better by A.M. Best and licensed in the State of New York:
  - 1) Commercial General Liability insurance, written on an occurrence basis including, but not limited to, coverage for contractual liability, products and completed operations, personal injury, bodily injury and broad form property damage liabilities with liability limits not less than \$1,000,000 per occurrence and annual aggregate. Products and completed operations insurance shall be maintained for 3 years following termination of this Agreement.
    - 2) When working on-site at Columbia facilities or at Columbia sponsored events,
  - (i) Workers' Compensation and Employers Liability insurance, covering each employee of Service Provider engaged in the performance of work under this Agreement, with minimum limits of liability in accordance with applicable state law in the case of Workers' Compensation insurance, and with not less than the following limits of liability in the case of Employers Liability insurance: Workers' Compensation Coverage A Statutory; Employers Liability -Coverage B- Each Accident \$1,000,000; Policy Limit \$1,000,000; Each Employee by Disease \$1,000,000.
  - (ii) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 per occurrence.

- 3) Professional Liability insurance, the Service Provider shall maintain limits not less than \$1,000.000 per occurrence and annual aggregate covering the errors and omissions of the Service Provider.
- 4) Each of the policies required by subsections (1) and (2.ii) above shall provide that the insurance company pay the costs of defense (including attorneys' fees) of any suit or proceeding against Columbia University or its trustees, officers, agents, or employees, alleging any omission or act relating to this Agreement, and seeking damages on account thereof, even if such suit is groundless, false or fraudulent. These insurances shall be primary and shall be written to cover claims incurred, discovered, manifested or made during or after the expiration of this Agreement. Insurance procured by Service Provider shall not reduce or limit Service Provider's obligation to indemnify and defend Columbia University or Service Provider's liabilities for claims made or suits brought which result from or are in connection with the performance of this Agreement. Any insurance Columbia University may purchase shall be excess and non-contributory.
- (b) Prior to commencement of the work, Service Provider will deliver certificates of insurance to the University providing evidence of the coverage required above. Each certificate of insurance shall provide for a 30-day written notice of cancellation or material change and, with the exception of Workers' Compensation and Employers Liability Insurance, shall name The Trustees of Columbia University in the City of New York, its trustees, officers, agents and employees as additional insured. Certificates of insurance are to be sent to the Director of Service Agreements, Columbia University, Purchasing Office, 615 West 131st Street, 3rd Floor, New York, NY 10027.

#### 12. Notices.

- (a) All progress reports to be delivered to Columbia shall be addressed as follows:
- (b) All other written notices to be delivered to Columbia shall be addressed to:

Columbia University 615 West 131<sup>st</sup> Street 3<sup>rd</sup> Floor New York, NY 10027 Attn: Joseph Harney, Vice President, Procurement

with a copy to:
Columbia University Office of the General Counsel
412 Low Library
Mail Code 4308
535 West 116<sup>th</sup> Street
New York, NY 10027

- (c) All written notices to be delivered to Service Provider shall be addressed to:
- (d) Either party may change its addressee or other information by providing written notice thereof to the other party.

#### 13. Other.

- (a) Service Provider and its agents, contractors and employees entering upon Columbia's premises will take all proper and sufficient precautions and safeguards against the occurrence of any accidents, injuries (including death) or damages to any person or property.
- (b) Neither of us will attempt to assign this Agreement, in whole or in part, without the prior written consent of the other. Service Provider may not subcontract any of its obligations hereunder without Columbia's prior written consent. Any attempt to assign or subcontract without consent is void. Any approved subcontracts will be subject to all conditions of this Agreement, and Service Provider will be responsible for the performance of its subcontractors to the full extent as if employed directly by Service Provider.
- (c) This Agreement does not create any right or cause of action for any third party.
- (d) Service Provider will perform the Services in accordance with all applicable laws, rules and regulations, including equal employment opportunity and import and export control laws and regulations. If Services are funded through a government grant or contract, Service Provider will comply with all laws, regulations, standards, and rules applicable to such grant or contract, as if they were fully set forth in this Agreement.
- (e) If any provision of this Agreement is held to be invalid or unenforceable, but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable in accordance with its objectives. In any case, the remaining provisions of this Agreement will remain in full force and effect.
- (f) The failure or delay of either party to insist on strict performance of any term or condition, or to exercise any right or remedy in this Agreement, is not intended, and will not be construed as, a waiver of any such right or remedy.
- (g) Service Provider will maintain accurate and current accounting and financial records concerning its activities under this Agreement. Columbia or its designated representatives will have the right to audit (at Columbia's expense) Service Provider's books, records and operations to confirm compliance with its obligations under this Agreement.

- (h) Service Provider warrants that there exists no actual, potential or appearance of conflict between Service Provider's family, businesses, or financial interest and Service Provider's performance of the Services. Service Provider represents that it has not offered (and will not offer during the term of this Agreement) any compensation, reward, gift, favor, service, outside employment, reimbursement of expenses, loan, ownership interest, or anything else of monetary value, to any officer, employee, student, or faculty member of Columbia as an inducement to entering into or continuing under this Agreement. Service Provider will notify Columbia in writing of any change in conditions that might give the appearance of a conflict of interest. Service Provider will support and safeguard Columbia's legitimate interests in any dealings with third parties.
- (i) Service Provider is an independent contractor with respect to Columbia, and nothing in this Agreement constitutes the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. Neither Service Provider nor its employees or agents will be entitled to any benefits applicable to Columbia's employees. Service Provider will be solely responsible for its compliance with all laws, regulations, and rules regarding employment of its personnel, and for any claims made by personnel or other individuals assigned by Service Provider to provide the Services, including any wages, benefits, workers' compensation, health and unemployment insurance, and pension contributions.
- (j) This Agreement is the complete agreement between Columbia and Service Provider regarding its subject matter, and replaces any prior oral or written communications between them. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. Any variance from or addition to the terms and conditions of this Agreement in any present or future invoice or other document delivered by Service Provider will be void and of no effect unless agreed to in writing by an authorized representative of Columbia.

(k) In case of a conflict between the provisions set forth above and the Statement of Work or other attachment to this Agreement, the provisions set forth above will govern, unless otherwise specifically agreed in writing.

This Agreement may be signed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

Each of the parties has caused this Agreement to be executed on its behalf by its duly authorized representative.

Signed:	Signed:
"Service Provider"	The Trustees of Columbia University in the City of New York
ву:	Ву:
Name: Marc Trotz	Name:
Interim Director of Title: Community Programs	Title:
Date: 3/28/11	Date:

#### ATTACHMENT 1 SCOPE OF WORK

Agreement Terms: Start Date Scope of Services Requested			Date: June 30, 2	OT I
	(What are your r		<del></del>	VII
ICAD is funded the con-		needs?)		
ICAP is funded through CDC surveillance systems of Kazak and provide input on the Draft the assessment and provide indata as available to assess the recommendations.	chstan and Kyrgy t Surveillance As put and guidance	zstan. Expert sessment prot ; conduct an a	consultation is no ocol and related to malvsis of existing	eeded to review ools; observe
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The San Francisco Department consulting services to meet the within the San Francisco Department on the Draft Surveillance McFarland will attend the initiand provide input and guidance surveillance data as available to report containing recommenda	e above stated neartment of Health e Assessment pro ial stage of assess e. Finally, Dr. Mato assess the data	eds. Dr. Willi will be respond tocol and rela- ment in Kazal cFarland will for quality an	McFarland, a ser onsible reviewing ted tools. In addit khstan to observe conduct an analys d provide input in	nior researcher and giving ion, Dr. the assessment sis of existing to a final
If applicable, key Deliverables 1. Comments provided on draft	s throughout Proj	ect (Phases)		
<ol> <li>Report of findings from obse</li> <li>Report of findings from rean</li> </ol>	ervation of assess	ment ance data		

# ATTACHMENT I SCOPE OF WORK

Resources to Complete the Scop	pe of Work (I.e. Tr	aining, Materials,	Headcount)
N/A			
What is the Final Product for So (I.e. Database Management, So Drawings)	ervices Rendered? ftware, HR Benefit	s, Data Analysis I	Report, Architecture
Summary Report			

#### ATTACHMENT 1 SCOPE OF WORK

Payment Terms:

Date:

(\$ per hours, day, Milestone Rate Specified in an Addendum, Percentage Rate Based on Work Completion, or Fixed Fee)

In full monetary consideration for this SOW and the services performed by the Consultant hereunder, the University shall reimburse Consultant in an amount not to exceed \$23,933,00\_\_\_\_\_, which is based on: 1. A rate of \$ 992.9 per day \_ for such times as the Consultant actually performs services as called for by this SOW; or 2. A milestone rate specified in an addendum to the Agreement; or 3. A percentage rate specified as follows: Note: The total consideration includes all other expenses, including transportation and subsistence expense, which shall be reimbursed to the Consultant in accordance with the reimbursement practices of the University; or as otherwise specified in an addendum to this Agreement. SOW Approved by (Print Name) for Contract Executed on "Service Provider" Department/School By: Name: Marc Trot Name: Interim Director of Title: Community Programs Title: 3/28/11

NOTE1: This would articulate the incorporation of the standard University terms & conditions (PO boilerplate).

Date:

#### INTRODUCTION FORM

By a member of the Board of Supervisors or the Mayor

Time Stamp or Meeting Date

I hereby submit the following item for introduction:
1. For reference to Committee:
An ordinance, resolution, motion, or charter amendment
2. Request for next printed agenda without reference to Committee
3. Request for hearing on a subject matter at Committee:
4. Request for letter beginning "Supervisor inquires"
5. City Attorney request
6. Call file from Committee
7. Budget Analyst request (attach written motion).
8. Substitute Legislation File Nos.
9. Request for Closed Session
10. Board to Sit as A Committee of the Whole
11. Question(s) submitted for Mayoral Appearance before the BOS on
Please check the appropriate boxes. The proposed legislation should be forwarded to the following:
☐ Small Business Commission ☐ Youth Commission ☐ Planning Commission
Building Inspection Commission
Note: For the Imperative Agenda (a resolution not on the printed agenda), use a different form.]
Sponsor(s): Supervisor Scott Wiener
Subject: Accept and Expend Private Grant – Central Asia Surveillance Assessment - \$23,933
The text is listed below or attached:
Resolution authorizing the San Francisco Department of Public Health (DPH) to accept and expend retroactively a grant in the amount of \$23,933 from the Columbia University, to participate in a program entitled "Central Asia Surveillance Assessment" for the period of April 1, 2011 through June 30, 2011.
A
MA
Signature of Sponsoring Supervisor:
Signature of Sponsoring Supervisor:  For Clerk's Use Only:

Common/Supervisors Form

111040

Revised 05/19/11