



County of Los Angeles  
**CHIEF EXECUTIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA  
Chief Executive Officer

May 6, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC HEALTH: APPROVAL TO ACCEPT A SUBAWARD  
AGREEMENT FROM THE CHARLES R. DREW UNIVERSITY OF MEDICINE AND  
SCIENCE FOR THE HIV EPIDEMIOLOGY PROGRAM  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval of a Subaward Agreement from The Charles R. Drew University of Medicine and Science (Drew) to support the Human Immunodeficiency Virus (HIV) Epidemiology Program to conduct a research program.

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to accept and sign Subaward Agreement Number 2008-EGB-D2235B-LACPH-TB, Exhibit I, from Drew, for DPH's HIV Epidemiology Program, to conduct a research project that explores the spatial distribution of HIV risks and service access patterns in Los Angeles County (County) for the period of January 1, 2008 through June 30, 2008 in the amount of \$7,410, at no net County cost.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of this recommended action will allow DPH to accept a Subaward Agreement from Drew to conduct a research project to estimate the spatial (geographic) distribution of HIV/Acquired Immunodeficiency Syndrome (AIDS) -related services and to evaluate the spatial equity of HIV/AIDS prevention services in the County by relating the spatial distribution of HIV-risk factors to the distribution of HIV-related services.

Board of Supervisors  
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First District

YVONNE B. BURKE  
Second District

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Third District

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Fifth District

Honorable Board of Supervisors  
May 6, 2008  
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During the project/award term, the portion of staff costs devoted to this research project will be funded by the Drew Subaward Agreement.

### **FISCAL IMPACT/FINANCING**

The total program cost for the period January 1, 2008, through June 30, 2008, is \$7,410. Funding for this program is included in DPH's Fiscal Year (FY) 2007-08 Final Adopted Budget.

There is no net County cost associated with this action.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In January 2008, DPH received Subaward Agreement Number 2008-EGB-D2235B-LACPH-TB, from Drew to examine the geographic distribution of HIV cases in the County. In addition to demographic and behavioral factors, geographic location has shown to be helpful in targeting resources for HIV prevention and care services. In the County, where disproportionately more AIDS cases are reported among underserved racial/ethnic minority groups, examination of spatial equity in the distribution of HIV/AIDS services can yield important insights. This is relevant when AIDS disparity is related to the inequitable distribution of HIV-related services, which can be improved through spatial planning and relocation efforts.

The overall goal of this study is to estimate the geographic distribution of HIV/AIDS risk factors, identify patterns of access to various HIV/AIDS-related services, and evaluate the geographic equity of HIV/AIDS prevention services in the County by relating the geographic distribution of HIV-risk factors to that of HIV-related services.

County Counsel has approved Exhibit I as to form.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

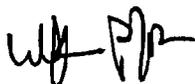
The information obtained through this study will increase understanding of the geographic distribution of HIV/AIDS prevalence, risk factors for HIV, and access to HIV/AIDS services. This will provide critical information for HIV-prevention planning efforts for communities where the need for services appears to be higher.

Honorable Board of Supervisors  
May 6, 2008  
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**CONCLUSION**

The Department of Public Health requires four signed copies of your Board's action.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF: SRH:SAS  
MLM:RFM:yb

Attachment

c: County Counsel  
Director and Health Officer, Department of Public Health

050608\_DPH\_Charles Drew

Subaward No. 2008-ERG-D2235B-LACPH-TB

SUBAWARD AGREEMENT		
The Charles Drew University of Medicine & Science 1731 East 120 <sup>th</sup> Street Los Angeles, CA 90059	SUBRECIPIENT Los Angeles County Department of Public Health 313 Figueroa Street Los Angeles, Ca 90012	
Prime Award No. and Year CH07-DREW-616-2007	Subaward No. 2008-EGE-D2235B-LACPH-TB	
Prime Awarding Agency The Regents of California, California HIV/AIDS Research	CFDA Title and No. / DUNS No. Los Angeles Collaborative HIV/AIDS Public Health Research Center	
Prime Award Title Los Angeles Collaborative HIV/AIDS Public Health Research Center	Subaward Project Title Spatial distribution of HIV risks and service access patterns in Los Angeles County	
Subaward Period of Performance January 1, 2008 through June 30, 2008	Amount Funded this Action: : \$7,410.00	Est. Total, if incrementally funded
Reporting Requirements [Check here if applicable: <input type="checkbox"/> See Attachment [     ]		

This Subaward Agreement is entered into to specify the terms and conditions under which The Charles R. Drew University of Medicine and Science (hereinafter referred to as "CHARLES DREW UNIVERSITY") and Los Angeles County Department of Public Health, (hereinafter referred to as "Subrecipient") will participate in the conduct of a project supported by The Regents of California, California HIV/AIDS Research Program (hereinafter referred to as "Sponsor").

#### 1. Scope of Work

Subrecipient agrees to provide all the necessary qualified personnel, equipment, materials (except as otherwise may be provided herein), and facilities to perform the work as described in its proposal, which by this reference is incorporated into this Agreement at **Attachment A**.

#### 2. Period of Performance; Location of Performance

The period of performance of this Agreement shall be as set forth above, unless extended by amendment of this Agreement. The location of Subrecipient's performance will be: HIV Epidemiology Program, 600 S. Commonwealth Avenue., Suite 1920, Los Angeles, CA 90005.

#### 3. Estimated Cost

CHARLES DREW UNIVERSITY agrees to pay Subrecipient an amount not to exceed as set forth above for work described in **Attachment A**. Funds provided may only be used for the project referenced in **Attachment E**.

#### 4. Key Personnel

The Subrecipient Principal Investigator for the performance of this subaward is Trista Bingham. If for any reason the Subrecipient Principal Investigator cannot continue his/her duties, Subrecipient will appoint a successor, subject to the approval of CHARLES DREW UNIVERSITY. If the parties cannot agree on a successor, either party may terminate this Agreement in accordance with the terms of Article 17 – Termination.

#### 5. Authorized Representatives

The Authorized representatives of CHARLES DREW UNIVERSITY and Subrecipient for technical and administrative matters are listed in the Attachment D to this Subaward Agreement. Changes to the authorized representatives will be communicated in writing between parties, without necessity of a formal subaward amendment.

**6. Prior Approvals**

The Subrecipient is hereby authorized to rebudget in accordance with the terms and conditions of the Prime Award, unless specific prior approval restrictions are provided in this Article. Subrecipient shall obtain written approval from CHARLES DREW UNIVERSITY's Authorized Official named in Attachment D for any actions requiring CHARLES DREW UNIVERSITY's prior approval.

The following require prior approval of CHARLES DREW UNIVERSITY's Authorized Official:

- Change in Key Personnel (Article 4)
- Subawards not referenced in Attachment A
- No-cost time extension, (requests for no-cost time extensions must be submitted in writing at least 30 days before end of project period)
- Any others referenced in the prime award at Attachment B.

**7. Intellectual Property**

CHARLES DREW UNIVERSITY agrees that Subrecipient shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Subrecipient in the performance of the project and developed using Subrecipient's facilities and personnel ("Subrecipient Technology"). Subrecipient agrees that CHARLES DREW UNIVERSITY shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by CHARLES DREW UNIVERSITY personnel and using CHARLES DREW UNIVERSITY facilities under this Subaward Agreement ("CHARLES DREW UNIVERSITY Technology"). Technology that is jointly developed by Subrecipient and CHARLES DREW UNIVERSITY personnel, or developed solely by Subrecipient but involving more than incidental use of CHARLES DREW UNIVERSITY 's facilities shall be jointly owned ("Joint Technology").

**8. Reports**

- A. **Technical Reports.** Subrecipient shall submit a technical report to the CHARLES DREW UNIVERSITY PI, describing accomplishments and significant research findings derived from the work conducted under this Agreement within 45 days of the Agreement end date.
- B. **Property Reports.** If property is acquired under this Agreement and property reports are a requirement of the prime award, Subrecipient shall submit a report of equipment purchased to CHARLES DREW UNIVERSITY's Office of Grants and Contracts within 45 days of the Agreement end date.

Any additional reports are due as detailed in the Terms of Award from CHARLES DREW UNIVERSITY's sponsor incorporated into this Agreement at Attachment B.

9. General Provisions

The work to be performed under this Subaward is being supported by Sponsor under the Award set forth above to CHARLES DREW UNIVERSITY. If applicable, the rules and regulations, terms and conditions governing the award to CHARLES DREW UNIVERSITY are by this reference hereby incorporated into this Subaward Agreement, including, but not limited to, provisions governing care and treatment of laboratory animals, HIPAA, civil rights and equal employment opportunity, protection of human subjects, patents and inventions (specifically the Patent Rights Clause of 37 CFR 401.14), publications and rights in data, at Attachment B.

10. Allowable Costs

Allowable costs shall be determined by Subrecipient in accordance with cost principles generally accepted by, or required to be used by, like organizations in effect at the effective date of this Agreement:

- OMB Circular A-21 – Cost Principles for Educational Institutions
- OMB Circular A-87 – Cost Principles for State & Local Governments and Indian Tribal Governments
- OMB Circular A-122 – Costs Principles for Non-Profit Institutions;
- 45 CFR 74, Appendix E – Cost Principles for Hospitals
- 48 CFR Subpart 31.2 (FAR) – Cost Principles for Commercial Organizations

11. Invoicing

Subrecipient shall submit monthly invoices for costs incurred to date but not previously invoiced. Each invoice shall follow the form and content of the sample invoice at Attachment C, and reference in full the CHARLES DREW UNIVERSITY Subaward Number and the amount expended in the current period and cumulatively to date by major cost category. Subrecipient will be notified if additional information is required. All invoices must include the following signed certification:

I certify that the above charges accurately represent actual expenditures incurred during the period listed, that any prior approvals required for these items under the terms and conditions of the subaward have been obtained, and all claimed costs are allowable under the terms and conditions of the subaward. I further certify that payment for the costs claimed above has not been received.

The final invoice, signed, certified and clearly marked FINAL, must be received within 60 days of Agreement end date. CHARLES DREW UNIVERSITY's final payment to Subrecipient shall be forwarded upon receipt and acceptance of all required reports (see Article 8). In order to comply with its sponsor obligations, CHARLES DREW UNIVERSITY must receive Subrecipient's final invoice within 60 days of the Agreement end date. If final invoice is not received within 60 days, DREW may not pay Subrecipient's final invoice. Invoices must reference the Subaward number and shall be submitted to the CHARLES DREW UNIVERSITY Principal Investigator contact listed in Attachment D.

12. Audit

Subrecipient shall maintain and have available for audit and inspection all administrative and financial documents, and all other records, allocated to this Subaward Agreement for a period of four years following the expiration date except that, if an audit is initiated before the expiration of the four year period, the records shall be retained until audit findings have been resolved. The above records are subject to inspection and audit by CHARLES DREW UNIVERSITY, its designated representatives, representatives of Sponsor, or the Comptroller General of the United States at all reasonable times and upon advanced notice during the life of the Agreement and for four years thereafter, or longer if required by audit.

Any costs paid to Subrecipient by CHARLES DREW UNIVERSITY which are subsequently found to be disallowed under audit shall be refunded to CHARLES DREW UNIVERSITY.

Subrecipient agrees to comply with the requirements of OMB Circular A-133. Subrecipient further agrees to provide CHARLES DREW UNIVERSITY with copies of its current audit or financial information, and annual updates thereof, covering the period of performance of this Subaward Agreement. In cases of non-compliance with federal laws and regulations, Subrecipient will also provide copies of responses to auditor's report(s) and a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 shall be available for inspection by CHARLES DREW UNIVERSITY, its designated representatives, representatives of Sponsor, or the Comptroller General of the United States at all reasonable times during the life of the Agreement and for four years thereafter, or longer if required by audit.

### 13. Property

Unless CHARLES DREW UNIVERSITY's prime sponsor requirements provide otherwise, title to all equipment purchased or fabricated with Federal awarding agency or recipient cost sharing funds, as direct costs of the project or program, shall vest in the subrecipient upon acquisition without further obligation to CHARLES DREW UNIVERSITY, subject to the following conditions:

A. The Prime sponsor may require that title be transferred to the Federal Government or a third party if the project or program for which the equipment was purchased is transferred to another recipient. CHARLES DREW UNIVERSITY shall notify the subrecipient of any request from Prime Awarding Agency to transfer title to equipment. Subrecipient shall immediately comply with CHARLES DREW UNIVERSITY and/or the Awarding Agency's requirements to effect the transfer.

B. As long as the Federal Government continues to support the project or program for which the equipment was purchased, the Subrecipient:

- (1) Must use the equipment in that project or program, unless it no longer is needed for that project or program. The subrecipient may not encumber the equipment without the approval of the Federal awarding agency.
- (2) Must use the equipment in accordance with paragraphs (b) and (d) of section \_\_\_\_\_34 of OMB Circular A-110. In accordance with paragraph (b), the recipient shall not use equipment acquired with Federal funds to provide services to non-Federal outside organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute
- (3) May, when acquiring replacement equipment, use the equipment that is being replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the

replacement equipment, as authorized by paragraph (e) of section \_\_\_\_\_.34 of OMB Circular A-110.

C. The Subrecipient must account for the equipment in accordance with paragraph (f) of section \_\_\_\_\_.34 of OMB Circular A-110. The Subrecipient must continue to account for the equipment after the cessation of Federal support for the project or program for which the equipment was purchased, in a manner that ensures that: (1) equipment purchased under the award is not later included as a contribution toward cost sharing under another Federal award; and (2) depreciation or use charges for the equipment are not later included in any proposal for Facilities and Administrative costs. Property reports shall be sent to CHARLES DREW UNIVERSITY's Office of Grants, Contracts and Compliance Contact named in Attachment D.

14. Program Income

Subrecipient shall inform CHARLES DREW UNIVERSITY of any program related income resulting from this Agreement and shall maintain appropriate records for the receipt and disposition of such income to enable CHARLES DREW UNIVERSITY to fulfill its responsibilities to its sponsor. Subrecipient agrees to utilize any program income in accordance with the policy of CHARLES DREW UNIVERSITY's sponsor and prime award, if any.

15. Indemnification

Each party shall defend, indemnify, and hold harmless the other from all liabilities, costs, or expenses arising from its negligent acts or omissions or willful misconduct, or that of its employees, students, agents, or subcontractors (excluding Subrecipient to this Agreement), in the performance of any of its obligations under this Agreement.

16. Insurance

Subrecipient shall obtain and maintain comprehensive liability insurance or self-insurance sufficient to cover its responsibilities under this project. If requested, Subrecipient agrees to provide evidence of such insurance to CHARLES DREW UNIVERSITY via Certificate of Insurance or other documentation acceptable to CHARLES DREW UNIVERSITY.

17. Termination

Either party may terminate this Agreement upon thirty (30) days' written notification to the other party. However, in the event that CHARLES DREW UNIVERSITY's Sponsor terminates its award to DREW prior to the end of the period of performance, CHARLES DREW UNIVERSITY will immediately notify subrecipient in writing, and this Agreement will be terminated. In the event of termination CHARLES DREW UNIVERSITY will pay for costs incurred and non-cancelable commitments through the date of termination. Upon termination, Subrecipient shall make all reasonable efforts to mitigate costs. Subrecipient will furnish all necessary reports of research completed or in progress through the date of termination, as required under Article 8, Reports.

18. Publication

It is the intent of the parties to freely publish and disseminate research results under this Agreement subject to any restrictions or requirements imposed by CHARLES DREW UNIVERSITY's sponsor and the Prime Award and Article 19 of this Agreement, if applicable

**19. Publicity**

Subrecipient shall not identify CHARLES DREW UNIVERSITY in any products, publicity, promotion, promotional advertising, or other promotional materials to be disseminated to the public, or use any trademark, service mark, trade name, logo, or symbol that is representative of CHARLES DREW UNIVERSITY or its entities, whether registered or not, or use the name, title, likeness, or statement of any CHARLES DREW UNIVERSITY faculty member, employee, or student, without DREW's prior written consent. Any use of CHARLES DREW UNIVERSITY's name shall be limited to statements of fact and shall not imply endorsement by the University of the subrecipient's products or services.

CHARLES DREW UNIVERSITY shall not identify subrecipient in any products, publicity, promotion, promotional advertising, or other promotional materials to be disseminated to the public, or use any trademark, service mark, trade name, logo, or symbol that is representative of subrecipient or its entities, whether registered or not, or use the name, title, likeness, or statement of any subrecipient faculty member, employee, or student, without subrecipient's prior written consent. Any use of subrecipient's name shall be limited to statements of fact and shall not imply endorsement by the subrecipient of CHARLES DREW UNIVERSITY's products or services.

**20. Laws and Regulations**

This Agreement is subject to all applicable local, state and federal laws and regulations.

**21. Dispute Resolution**

If any dispute arises between the parties in connection with this Subaward Agreement and it cannot be resolved by mutual agreement after meetings between the parties, it will be finally settled under the JAMS Comprehensive Arbitration Rules and Procedures, by one or more arbitrators appointed in accordance with the Rules. Arbitration will be held in Los Angeles, California, or at some other mutually agreeable location.

**22. Assignment**

Neither party may assign this agreement without the prior written consent of the other party, and the prior consent of CHARLES DREW UNIVERSITY's sponsor and awarding agency if required.

**23. Severability**

If any provision of this Subaward Agreement becomes or is declared illegal, invalid, or unenforceable, the provisions will be divisible from this Subaward Agreement and deemed to be deleted from this Subaward Agreement. If the deletion substantially alters the basis of this Subaward Agreement, the parties will negotiate in good faith to amend the provisions of this Subaward Agreement to give effect to the original intent of the parties.

**24. Independent Contractors**

CHARLES DREW UNIVERSITY and Subrecipient are independent contractors and neither is an agent, joint venturer, or partner of the other.

25. Governing Law

This Subaward Agreement is governed by the laws of the State of California. Any legal action involving this Subaward Agreement will be adjudicated in the State of California, without regard to its conflict of laws doctrine.

26. Amendments or Changes

Amendments or changes to this Subaward Agreement must be in writing and signed by each party's authorized representative, with the exception of changes to **Attachment D**. CHARLES DREW UNIVERSITY reserves the right to unilaterally amend this Agreement to award additional funding increments within the existing statement of work.

27. Certifications

Subrecipient certifies that:

A. To the best of its knowledge and belief, it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency of the United States of America;
- (2) Have not within a three year period preceding the proposal for this project been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (U.S. Federal, State, or local) transaction or contract under a public transaction; violation of U.S. Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (U.S. Federal, State, or local) with commission of any of the offenses enumerated in Article 27.A(2);
- (4) Have not within a three-year period preceding the application/proposal for this project had one or more public transactions (U.S. Federal, State, or local) terminated for cause or default.

B. It is not delinquent on the repayment of any debt(s) to the government of the United States of America.

C. It will provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

D. It has filed the assurance required under the PHS final rule entitled "Responsibilities of Awardee and Applicant Institutions for Dealing with and Reporting Possible Misconduct in Science". If Subrecipient does not have its own assurance, Subrecipient agrees to be bound by CHARLES DREW UNIVERSITY's.

E. (1) No U.S. federal government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any U.S. Agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S.

Congress in connection with the awarding of any U.S. Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any U.S. Federal contract, grant, loan, or cooperative agreement

(2) If any funds other than U.S. Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with this U.S. Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

F. **Objectivity in Research.** Subrecipient certifies it has a written and enforced conflict of interest policy that is consistent with the provision of 42 CFR Part 50, Subpart F "Responsibility of Applicants for Promoting Objectivity in Research". If Subrecipient does not have such a policy, it agrees to abide by CHARLES DREW UNIVERSITY's policy. Subrecipient also certifies that to the best of Subrecipient's knowledge, all financial disclosures related to the activities funded by this Agreement and required by its conflict of interest policy have been made; and that all identified conflicts of interest under this Agreement will have been satisfactorily managed, reduced or eliminated prior to the expenditures of any funds under this Agreement in accordance with Subrecipient's conflict of interest policy. Subrecipient's Administrative Representative must disclose conflicts, which cannot be satisfactorily managed, reduced or eliminated.

G. Subrecipient shall provide annual updated certifications of the above Certifications relating to debarment, lobbying, and conflict of interest, in accordance with applicable regulations.

#### 28. Export Controlled Information

In the event that export controlled information is required to be provided by the Subrecipient to CHARLES DREW UNIVERSITY, Subrecipient will so inform CHARLES DREW UNIVERSITY in writing, directed to the Office of Grants, Contracts and compliance Contact listed in Attachment D, prior to any such disclosure, and shall not forward or provide any export controlled information to DREW without the express written permission of CHARLES DREW UNIVERSITY. The burden shall be on the party disclosing the export controlled information to make it available only to eligible individuals as designated by CHARLES DREW UNIVERSITY, or to obtain the appropriate license or approval from the relevant agency, or to invoke an available exception, exemption, or exclusion. CHARLES DREW UNIVERSITY shall have the right to terminate the Agreement under Article 17, "Termination," if the disclosure of export controlled information, under license or otherwise, would destroy CHARLES DREW

UNIVERSITY 's ability to invoke the fundamental research exclusion with regard to the conduct or reporting of its research.

29. Order of Precedence

In the event of any inconsistency among sections of this Agreement, the order of precedence will be as follows: (1) the terms and conditions required to be flowed down from the prime award in Attachment B, except for the restrictions under Article 6 – Prior Approvals; (2) the terms and conditions of this Agreement.

30. Entire Agreement

This Subaward Agreement represents the entire agreement and understandings between the parties with respect to its subject matter. It supersedes all prior or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.

Accepted for:

Los Angeles County Dept. of Public Health

The Charles Drew University of Medicine & Science

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jonathan E. Freedman

Name: Perrilla Johnson-Woodard

Title: Acting Chief Deputy

Title: Sr. Development Specialist

Telephone: 213-240-8156

Telephone: 323-563-5973

Fax: 213-481-2739

Fax: 323-563-5967

E-mail: jfreedman@ph.lacounty.gov

E-mail: pejohnso@cdrewu.edu

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EIN: #1956000927 A1

## **ATTACHMENT A**

### **Scope of Work**

**California HIV Research Program  
Grant No. CH05-DREW-616  
Spatial distribution of HIV risks and service access patterns in Los Angeles County**

#### **SCOPE OF WORK**

**Trista A. Bingham, Supervising Epidemiologist  
Los Angeles County Department of Public Health  
HIV Epidemiology Program  
(0.1 FTE) January 1, 2008 – June 30, 2008**

Ms. Bingham will be responsible for obtaining and maintaining LACDPH Institutional Review Board approval for conduct of the research project. She will obtain and forward various de-identified LACDPH and Alcohol and Drug program Administration data sets to Dr. Junyeop Kim for the GIS analysis. Ms. Bingham will work with Dr. Kim to prepare both oral presentations and scientific manuscripts to disseminate the findings from the GIS analysis to local and national audiences.

**ATTACHMENT B**  
**Terms and Conditions**

OFFICE OF HEALTH AFFAIRS

California HIV/AIDS Research Program  
University of California  
Office of the President  
300 Lakeside Drive, 6<sup>th</sup> Floor  
Oakland, CA 94612-3550  
(510) 987-9853  
Fax: (510) 835-4220

CH07-DREW-616  
Eric Bing, MD

AGREEMENT NO. CH07-DREW-616

between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
HIV/AIDS RESEARCH PROGRAM

and

CHARLES R DREW UNIVERISTY OF MEDICINE & SCIENCE

THIS AGREEMENT is between The Regents of the University of California, (hereinafter called "The Regents") represented by the Office of the Vice President--Health Affairs, California HIV/AIDS Research Program (hereinafter called "CHRP"), and Charles R. Drew University of Medicine & Science (hereinafter called the "Recipient"), a non-profit institution.

WITNESS THAT

WHEREAS, the State of California Legislature has requested The Regents of the University of California establish and administer a program supporting research on Acquired Immune Deficiency Syndrome (AIDS); and

WHEREAS, the State of California has appropriated funds to The Regents for the administration of the California HIV/AIDS Research Program; and

WHEREAS, The Regents have previously entered into agreement number CH05-DREW-616 with Recipient for the funding of a AIDS Research Center; and

WHEREAS, The Regents desire to continue its support of Recipient's Center for an additional two year period; and

NOW THEREFORE, the parties mutually agree as follows:

1. STATEMENT OF WORK

Recipient shall conduct CHRP research in accordance with its proposal entitled "Los Angeles Collaborative HIV/AIDS Public Health Research Center" which is incorporated herein by reference.

2. PERIOD OF PERFORMANCE

This Agreement shall be in effect from July 1, 2007 through June 30, 2008

3. TECHNICAL DIRECTION

The performance of the work shall be under the direction of the Principal Investigator, Eric Bing, MD. See the Special Research Programs Grant Administration Manual, which can be found at [http://chrp.ucop.edu/documents/gam\\_2007\\_2008.pdf](http://chrp.ucop.edu/documents/gam_2007_2008.pdf), for specific minimum percent effort and other requirements and actions requiring prior approval.

4. BUDGET AND EXPENDITURES

- A. The total amount of funds made available and reimbursable to Recipient under this Agreement for the period starting July 1, 2007 through June 30, 2008 (FY03) shall not exceed \$262,853. Expenditures shall be in accordance with the approved budgets, attached hereto as Exhibit A, and the rules and regulations detailed in the Special Research Programs Grant Administration Manual.
- B. It is anticipated that an amount not to exceed \$683,840 will be made available and reimbursable to Recipient under this Agreement for the fourth year of the project (FY04).
- C. In accordance with the Special Research Programs Grant Administration Manual, indirect costs are reimbursable for 25 percent of total direct costs, excluding equipment, or at the federally approved rate and base for Recipient institution (or other similarly established rate), whichever is less.
- D. It is not permissible to reallocate funds from direct costs to cover any increases to the indirect cost rates approved by CHRP at the outset of an award. Any savings generated by reductions in Recipient's institutional rates (in those cases where Recipient's rate is less than 25%), or by rebudgeting items from an overhead bearing category to a non-overhead bearing category, shall be returned to CHRP. Recipient shall annually provide to CHRP a copy of Recipient's current, federally approved indirect cost rate agreement (or appropriate documentation of an alternative rate if Recipient does not have a federal agreement).

5. FISCAL AND ADMINISTRATIVE STANDARDS

Allowable costs and administration shall be governed by standards as set forth in this Agreement, the Special Research Programs Grant Administration Manual found on the internet at [http://chrp.ucop.edu/documents/gam\\_2007\\_2008.pdf](http://chrp.ucop.edu/documents/gam_2007_2008.pdf), and Office of Management and Budget Circulars Nos. A-21 or A-122 as applicable, and A-110, in that order of precedence. (Note: Although funds used to support this Agreement are *non-federal*, reference to the OMB Circulars is included here to take advantage of established institutional practices and procedures.)

6. PAYMENT AND INVOICING

Payment for 100% of the first year project period will be released after execution of this Agreement by both parties, and clearance of the contingencies listed below.

In subsequent project periods, unilateral amendments to this Agreement will be issued by The Regents once funds are appropriated by the California State Legislature from subsequent State budgets. Upon clearance of the contingencies listed below and issuance of the continuation amendment, 80% of the funding for the second project period will be released. The remaining 20% will be paid after receipt of the final reports required by Article 8. Invoices are not required at any stage.

*Payments are contingent upon:*

- Appropriation and availability of funds provided by the California State Legislature
- Execution of this Agreement by both parties. (Once, at initiation of this award.)
- Issuance by The Regents of unilateral amendments to obligate subsequent year funding. (With each subsequent project period.)
- Clearance of *all* administrative issues, such as Human/Animal Subjects Approvals. (Annually)
- Receipt of all required reports. (Scientific and Fiscal Progress reports as described in Article 8)

If sufficient funds are not appropriated for this program and Agreement, or if funding for any fiscal year is reduced or deleted, this Agreement shall either be cancelled pursuant to the applicable Agreement termination provisions or amended to reflect a reduction in funds.

7. FINANCIAL ACCOUNTING/RECORDS

- A. Recipient shall maintain accounts, records and other evidence pertaining to costs incurred.
- B. This Agreement shall be subject to the examination and audit of The Regents and the Auditor General of the State of California from the start date to three years after receipt of all required reports. The examination and audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the cost of administering the Agreement.

8. FISCAL AND SCIENTIFIC PROGRESS REPORTS

- A. Recipient is required to submit annual progress and fiscal reports. The format for these reports is described in the Special Research Programs Grant Administration Manual. Funding for each noncompetitive continuation year will be dependent upon receipt of both reports (due May 1<sup>st</sup> of each year) satisfactory scientific progress, satisfactory progress in implementing supported infrastructure, and the timely expenditure of grant funds.
- B. In the final year of this Agreement, the scientific report shall be submitted to CHRP within 60 days, and the final fiscal report shall be submitted within 90 days, after expiration or termination of this Agreement, whichever occurs first. If a no-cost time extension is granted for a period greater than 3 months, annual reports must still be submitted by May 1<sup>st</sup>, in addition to the final reports due within 60 and 90 days of the new end date.
- C. Recipient is required to attend an annual Centers consortium meeting to report on progress and share findings with CHRP staff and representatives of the CHRP Advisory Council. An abstract of research findings to date for the annual meeting is due to the CHRP prior to the meeting. The CHRP will notify the Principal Investigator of the time and place of such meeting.

9. PUBLICATION

Any publication resulting from the research supported by this Agreement must acknowledge such support. The wording to be used is "This research was supported by funds provided by the California HIV/AIDS Research Program, Grant Number «Grant\_No»." One reprint of each publication shall be provided to the CHRP.

10. TERMINATION

This Agreement may be terminated in whole or in part without cause by either party upon 30 days prior written notice to the other party. The Regents shall reimburse Recipient for noncancellable obligations, and allowable and proper budgeted costs incurred to date of termination. Balances owed to Recipient will be paid upon receipt and acceptance of all final reports. Recipient shall take all necessary measures to mitigate its costs and shall return to The Regents all unliquidated advance payments within 90 days of termination.

11. AMENDMENTS

Requests for No Cost Time Extensions, Carry-Forwards, Rebudgeting, and changes in Key Personnel may be approved by the UARP Program Official upon request by Recipient as described in the Special Research Programs Grant Administration Manual. All other amendments or modifications to this Agreement shall require execution on behalf of The Regents by the Director of Strategic Sourcing and shall be by mutual consent of the parties in writing.

12. INSURANCE

The Recipient at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

- 1. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
  - (a) Each Occurrence \$1,000,000
  - (b) Products/Completed Operations Aggregate \$3,000,000
  - (c) Personal and Advertising Injury \$1,000,000
  - (d) General Aggregate \$3,000,000

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 Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million (\$1,000,000) per occurrence if using automobiles in conducting research under this Agreement.
3. Workers' Compensation as required under California State law.
4. Professional Medical and Hospital Liability Insurance (contractual liability included) with limits of two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) general aggregate.

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.

Note: Professional Medical and Hospital Liability Insurance is required only when healthcare professionals and/or health care students are involved in patient care under this agreement.

5. Commercial Blanket Bond with a limit not less than the amount of grant funds provided by this Agreement in Recipient's possession at any one time covering all employees of Recipient, including coverage to protect money and securities as found in a Comprehensive Crime Policy.
6. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the Recipient against other insurable risks relating to performance of the agreement.
7. The coverages required under this Article shall not in any way limit the liability of the Recipient.
8. The coverages referred to under (1), (2), and (4) of this Article shall include The Regents as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Recipient, its officers, employees, and agents. A thirty (30)-day advance written notice (10 days for non-payment of premium) to The Regents of any modification, change or cancellation of any of the above insurance coverages is required. Upon the execution of this Agreement, Recipient shall furnish The Regents with Certificates of Insurance evidencing Recipient's insurance coverage and Additional Insured Endorsements demonstrating that the Regents is an additional insured on the applicable policies.

### 13. INDEMNIFICATION

Recipient shall defend, indemnify, and hold The Regents, its officers, employees, and agents harmless from and against any 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, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, agents, or employees.

The Recipient covenants and warrants that the conduct of the research shall be in accord with all applicable federal and state regulations pertaining to the protection of human subjects, use of animal subjects, and handling of biohazard materials, and further covenants and warrants that approvals in these areas shall be secured from, and periodically reviewed by, a duly constituted institutional review committee for each relevant area.

### 14. PATENTS, COPYRIGHTS, AND RIGHTS IN DATA

- A. Confidentiality: Neither party shall furnish any information considered enabling and confidential or proprietary by it or by any third parties to the other party in connection with this Agreement, absent a subsequent and separate written agreement between the parties to the contrary.
- B. Patent Rights: All rights to any patentable inventions or discoveries conceived or reduced to practice in the performance of the work conducted under this Agreement shall belong to the Recipient.

- C. Copyrights: All rights in copyright works created by the Recipient in the performance of work under this Agreement are the property of the Recipient. To the extent that the Recipient shall have the legal right to do so, the Recipient grants The Regents a royalty-free, non-exclusive, nontransferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of the deliverables specified in the Scope of Work for educational and non-commercial research purposes and to have or permit others to do so on its behalf.
- D. Upon request, Recipient shall provide The Regents with access to any data utilized in the performance of work under this Agreement.
- E. Tangible Research Results: Other discoveries made or reduced to practice under this Agreement which may not be protectable by patent or copyright, such as biological materials, plasmids, and cell lines, shall be the property of the Recipient and licensed in the public interest.
- F. Commercial Application and Reporting: The Recipient shall use reasonable efforts to achieve expeditious practical application of the patents, copyrights, and tangible research results developed in the course of the performance of work under this Agreement. Annual and final technical reports shall include a description on the commercial utilization of the research results or on the efforts at obtaining such utilization, including providing non-confidential, non-enabling information regarding any invention or discovery and patent applications filed or patents issued thereon.

15. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans, recently separated veterans, Vietnam era veterans, and veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12990 relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex, age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations.

16. TITLE TO PROPERTY

Equipment is defined as an article of tangible nonexpendable personal property that has a useful life of more than one year and an acquisition cost per unit that equals or exceeds \$5,000 or the capitalization threshold established by the organization, whichever is less. The Regents reserve the right to transfer title to equipment to The Regents or to a third party named by The Regents. The Regents shall notify the Recipient within 120 days from expiration of this Agreement of its intention to transfer title; otherwise title to equipment shall remain with the Recipient.

Expendable personal property will become property of the Recipient.

17. 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 Regents and Recipient's employees, consultants, agents, or independent contractors. Recipient and its employees, consultants, agents and lower tier subawardees 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 Regents or any employment right or benefit available to or enjoyed by employees of Regents.

18. PROJECT PERSONNEL AND OTHER INFORMATION

THE REGENTS

Program and Fiscal Matters: Judith Fitzpatrick (510) 987-9854  
California HIV/AIDS Research Program  
Office of Health Affairs  
Office of the President  
University of California  
300 Lakeside Drive, 6th Floor  
Oakland, CA 94612-3550

Contractual Matters: Lourdes G. DeMattos, (510) 987-9850  
Contract and Grant Officer  
Research Administration Office  
University of California  
1111 Franklin St., 5th Floor  
Oakland, CA 94607-5200

RECIPIENT

Program Matters: Name Eric Bing  
Title Principal Investigator  
Address 1731 E. 120th Street  
Los Angeles  
Phone (323) 357-3447

Fiscal Matters: Name Emmanuel Anyakpor  
(i.e., Address to which check should be mailed) Title Account Manager  
Address 1731 E. 120th Street  
Los Angeles, CA 90059  
Phone (323) 563-5895

Contractual Matters: Name Maria Diaz-Romero  
Title Grants Development Specialist  
Address 1731 E. 120th Street  
Los Angeles, CA 90059  
Phone (323) 563-5944

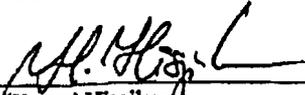
PLEASE INSERT RECIPIENT'S FEDERAL IDENTIFICATION NO. 95-6151774

21. NOTICES

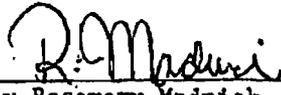
Whenever any notice, including changes to Recipient's legal name or contact information, is to be given under this Agreement by Recipient, it shall be in writing and provided to The Regents' contact for Program and Fiscal Matters and to The Regents' contact for Contractual Matters listed in Article 20, above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA

By:   
Name: Haggai Hisgilov  
Title: Executive Director, Strategic Sourcing  
Date: 10-3-07

CHARLES R. DREW UNIVERSITY OF MEDICINE &  
SCIENCE

By:   
Name: Rosemary Madnick  
Title: Director-Grants, Contracts & Compliance  
Date: 10/29/07



**ATTACHMENT D**  
Authorized Representatives

<b>DREW Contacts</b>	<b>SUBRECIPIENT Contacts</b>
<p><b>Name:</b> <u>Authorized Official/Admin Contact</u> Perrilla Johnson-Woodard <b>Address:</b> Sr. Grants Development Specialist Charles Drew University of Medicine &amp; Science 1731 E. 120<sup>th</sup> Street Los Angeles, CA 90059</p> <p><b>Telephone:</b> (323) 563-5843 <b>Fax:</b> (323) 563-5867 <b>Email:</b> <a href="mailto:pejohnso@cdrewu.edu">pejohnso@cdrewu.edu</a></p>	<p><b>Name:</b> <u>Authorized Official/Admin Contact</u> Jonathan E. Freedman <b>Address:</b> Chief Deputy 313 N. Figueroa, 8<sup>th</sup> Floor Los Angeles, CA 90012</p> <p><b>Telephone:</b> (213) 240-8156 <b>Fax:</b> (213) 481-2739 <b>Email:</b> <a href="mailto:jfreedman@ph.lacounty.gov">jfreedman@ph.lacounty.gov</a></p>
<p><b>Name:</b> <u>Drew Principal Investigator/ Project Director</u> Eric Bing, M.D., Ph.D, M.P.H. <b>Address:</b> Drew CARES 1748 E. 118<sup>th</sup> Street, Bldg. N. Los Angeles, CA 90059</p> <p><b>Telephone:</b> (323) 357-3447 <b>Fax:</b> (323) 357-3477 <b>Email:</b> <a href="mailto:eric.g.bing@gmail.com">eric.g.bing@gmail.com</a></p>	<p><b>Name:</b> <u>Principal Investigator/ Project Director</u> Trista Bingham, M.P.H. M.S. <b>Address:</b> HIV Epidemiology Program 600 S. Commonwealth Ave. Ste. 1920 Los Angeles, CA 90005</p> <p><b>Telephone:</b> (213) 351-8175 <b>Fax:</b> (213) 487-6473 <b>Email:</b> <a href="mailto:tbingham@ph.lacounty.gov">tbingham@ph.lacounty.gov</a></p>
<p><b>Name:</b> <u>Department Contact</u> Corazon Ortile <b>Address:</b> Drew CARES 1748 E. 118<sup>th</sup> Street Los Angeles, CA 90059</p> <p><b>Telephone:</b> (323) 357-3459 <b>Fax:</b> (323) 563-9333 <b>Email:</b> <a href="mailto:cortile@cdrewu.edu">cortile@cdrewu.edu</a></p>	<p><b>Name:</b> <u>Department Contact</u> Douglas Frye, M.D. MPH <b>Address:</b> Director HIV Epidemiology Program 600 S. Commonwealth Ave. Ste 1920 Los Angeles, CA 90005</p> <p><b>Telephone:</b> (213) 351-8196 <b>Fax:</b> (213) 487-9386 <b>Email:</b> <a href="mailto:dfrye@ph.lacounty.gov">dfrye@ph.lacounty.gov</a></p>
<p><b>Name:</b> <u>Office of Grants and Contracts</u> Stacy Miller <b>Address:</b> 1731 E. 120<sup>th</sup> Street Los Angeles, CA 90059</p> <p><b>Telephone:</b> (323) 357-3457 <b>Fax:</b> (323) 357-3453 <b>Email:</b> <a href="mailto:stacymiller@cdrewu.edu">stacymiller@cdrewu.edu</a></p>	<p><b>Name:</b> <u>Office of Grants and Contracts</u> Gary Izumi <b>Address:</b> Chief 313 N. Figueroa, 6<sup>th</sup> Floor Los Angeles, CA 90012</p> <p><b>Telephone:</b> (213) 240-8179 <b>Fax:</b> (213) 250-2958 <b>Email:</b> <a href="mailto:gizumi@ph.lacounty.gov">gizumi@ph.lacounty.gov</a></p>
<p><b>Name:</b> <u>Financial Contact</u> Emmanuel Anyakpor <b>Address:</b> 1731 E. 120<sup>th</sup> Street Los Angeles, CA 90059</p> <p><b>Telephone:</b> (323) 563-5820 <b>Fax:</b> (323) 563-1953 <b>Email:</b> <a href="mailto:emmanuelanyakpor@cdrewu.edu">emmanuelanyakpor@cdrewu.edu</a></p>	<p><b>Name:</b> <u>Financial Contact</u> Belinda Sngunon <b>Address:</b> 5555 Ferguson Drive Room 100-50 Commerce, CA 90022</p> <p><b>Telephone:</b> (323) 890-7836 <b>Fax:</b> (323) 890-8545 <b>Email:</b> <a href="mailto:bsngunon@ph.lacounty.gov">bsngunon@ph.lacounty.gov</a></p>

**ATTACHMENT E  
BUDGET**



Grant No. CH08-DREW-818  
 California HIV Research Program  
*Study to explore the spatial distribution of HIV risks and service access patterns in Los Angeles County*  
 January - June 2008

	Annual Salary	Monthly Salary	# of Pos	% of Time	# of Mo.	Total Salary	Fringe @ 48.18%	Indirect @ 18.28%	Total Budget
<b>PERSONNEL</b>									
<b>Full-Time Personnel</b>									
<b>Supervising Epidemiologist</b>									
Trista Bingham	\$89,040	\$7,420	1	10%	6	\$4,452	\$2,144	\$814	\$7,410