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COUNTY OF LOS ANGELES

19 August 21, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

August 21, 2012

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

Dear Supervisors:

RATIFICATION OF ACCEPTANCE OF TWO SUB-AWARD AGREEMENTS FROM THE UNIVERSITY OF SOUTHERN CALIFORNIA CLINICAL RESEARCH ORGANIZATION; AUTHORIZATION TO ACCEPT AND IMPLEMENT FORTHCOMING AWARDS AND/OR AMENDMENTS FROM THE UNIVERSITY OF SOUTHERN CALIFORNIA AND/OR THE CENTERS FOR DISEASE CONTROL AND PREVENTION TO SUPPORT THE KEEPING IT REAL PROJECT FOR THE PERIOD OF JUNE 1, 2012 THROUGH AUGUST 31, 2015 AND THE COMMUNITY APPROACHES TO REDUCING SEXUALLY TRANSMITTED DISEASE PROJECT FOR THE PERIOD OF JUNE 1, 2012 THROUGH SEPTEMBER 29, 2014; AND DELEGATE AUTHORITY TO EXECUTE TWO SOLE SOURCE AGREEMENTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Ratify acceptance of sub-award agreements from the University of Southern California Clinical Research Organization (formerly named the Health Research Association, Inc.) for the period of September 1, 2011 through May 31, 2012, for the Keeping It Real project and for the period of September 30, 2011 through May 31, 2012, for the Community Approaches to Reducing Sexually Transmitted Disease Project; provide authorization to accept and implement a forthcoming sub-award agreement and/or amendments from the University of Southern California for the period of June 1, 2012 through August 31, 2015, for the Keeping It Real project; provide authorization to accept and implement a forthcoming sub-award agreement and/or amendments from the University of Southern California and/or a Notice of Award and/or amendments from the Centers for Disease Control and Prevention for the period of June 1, 2012 through September 29, 2014, for the Community Approaches to Reducing Sexually Transmitted Disease project; and delegated authority to execute two sole source agreements.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Ratify the Department of Public Health's (DPH) acceptance of a sub-award agreement from the University of Southern California Clinical Research Organization (USC CRO) [formerly named the Health Research Association, Inc. (HRA)] (Exhibit I) in the amount of \$141,919, for the period of September 1, 2011 through May 31, 2012, for the Keeping It Real (KIR) project.
2. Delegate authority to the Director of DPH, or his designee, to accept and implement a forthcoming sub-award agreement and/or amendments from the University of Southern California (USC) at an estimated amount of \$85,554 for the period of June 1, 2012 through August 31, 2012, and an estimated annual amount of \$192,640 for the three-year period of September 1, 2012 through August 31, 2015, for the KIR project, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
3. Delegate authority to the Director of DPH, or his designee, to accept future sub-award agreements and/or amendments that are consistent with the requirements of the USC sub-award agreement that reflect non-material and/or ministerial revisions to the sub-award agreement's terms and conditions; allow for the rollover of unspent funds and/or redirection of funds; adjust the term of the sub-award agreement through February 29, 2016; and/or provide an increase or decrease in funding up to 25 percent above or below each term's annual base amount, subject to review and approval by County Counsel, and notification to your Board and the CEO.
4. Ratify DPH's acceptance of a sub-award agreement from the USC CRO (Exhibit II) in the amount of \$38,069, for the period of September 30, 2011 through May 31, 2012, received on July 25, 2012, for the Community Approaches to Reducing Sexually Transmitted Disease (CARS) project.
5. Delegate authority to the Director of DPH, or his designee, to accept and implement: a) a forthcoming sub-award agreement and/or amendments from USC in the amount of \$6,380 for the period of June 1, 2012 through September 29, 2012; and b) a future sub-award agreement from USC in an amount estimated not to exceed \$50,000 annually and/or a Notice of Award (NA) and/or amendments from the Centers for Disease Control and Prevention (CDC), at an estimated annual amount of \$394,390 for the two-year period of September 30, 2012 through September 29, 2014, for the CARS project, subject to review and approval by County Counsel, and notification to your Board and the CEO.
6. Delegate authority to the Director of DPH, or his designee, to accept future NAs and/or amendments that are consistent with the requirements of the USC sub-award agreements and/or the CDC NA for CARS that reflect non material and/or ministerial revisions to the award's terms and conditions; allow for the rollover of unspent funds and/or redirection of funds; adjust the term of the award through March 31, 2015; and/or provide an increase or decrease in funding up to 25 percent above or below each term's annual base amount, subject to review and approval by County Counsel, and notification to your Board and the CEO.
7. Delegate authority to the Director of DPH, or his designee, to negotiate and execute sole source agreements with the St. John Well Child and Family Center and Sentient Research to provide STD prevention services for the CARS project to address CDC priorities and meet grant deliverables, using the County-approved standard contract language, for the estimated term of date of execution, but not earlier than September 30, 2012 through September 29, 2014, contingent upon availability of funding, with annual contract maximum obligations not to exceed \$200,000 for St. John Well Child and Family Center and \$250,000 for Sentient Research, 100 percent funded by the forthcoming CDC award, subject to review and approval by County Counsel and review and approval of any modifications or amendments to standard County insurance and indemnification provisions by CEO RM Operations, and notification to your Board and the CEO.

8. Delegate authority to the Director of DPH, or his designee, to execute amendments to the above-referenced agreements that allow for the rollover of unspent funds; adjust the term of the agreement through March 31, 2015; and/or provide an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable agreement term, subject to review and approval by County Counsel, and notification to your Board and the CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow DPH to accept funds to implement the KIR and CARS projects.

Keeping It Real

Approval of Recommendations 1 and 2 will ratify DPH's acceptance of a sub-award agreement from USC CRO for the period of September 1, 2011 through May 31, 2012 and provide authorization to accept and implement a forthcoming sub-award agreement and/or amendments from USC for the period of June 1, 2012 through August 31, 2015 to support the KIR project.

A collaboration between USC CRO, USC, DPH, the Los Angeles Unified School District (LAUSD), and the Compton Unified School District (CUSD), the KIR project targets seventh and eighth grade students attending LAUSD and CUSD middle schools located in areas with a high teen birth rate. The project involves implementation of a comprehensive, evidence-based sex education curriculum in order to delay sexual initiation and reduce sexual risk among sexually experienced young adolescents within the target population.

The goals of the project include: 1) implementing a comprehensive, evidence-based sex education curriculum in LAUSD and CUSD schools; 2) linking the curriculum to existing resources including the high school condom availability program at LAUSD, school nurses and/or school clinics, and community-based health care providers; 3) evaluating and refining curriculum implementation; and 4) developing a sustainability plan that will allow LAUSD to implement the project in additional middle schools in areas with high teen birth rates and high rates of sexually transmitted diseases (STDs) and develop a sustainability plan that will allow CUSD to continue utilization of the curriculum after the project ends. The project is expected to reduce pregnancy risk as well as incidence rates of STDs, including chlamydia and gonorrhea.

DPH staff serves as key personnel for the KIR project (Principal Investigator/Project Director and Project Coordinator). The Principal Investigator/Project Director is responsible for the oversight, management and administration of the project. The Project Coordinator leads the day-to-day operations of the project, including supervising the USC CRO and USC staff working on the project. DPH staff is responsible for leading the measurement and evaluation of the project by: 1) ensuring that the measurement tools are implemented properly by staff, and data are collected in a timely and effective manner, and 2) ensuring the successful implementation of the program in schools through maintenance of relationships with school administrators and staff.

Community Approaches to Reducing Sexually Transmitted Disease

Approval of Recommendations 4 and 5 will ratify DPH's acceptance of a sub-award from USC CRO for the period of September 30, 2011 through May 31, 2012, received on July 25, 2012, and provide authorization to accept and implement a forthcoming sub-award from USC for the period of June 1,

2012 through September 29, 2012 and accept future amendments from USC and/or a NA and/or amendments from the CDC for the period of September 30, 2012 through September 29, 2014 to support the CARS project.

A collaboration between the CDC, USC, DPH, and a broad range of community partners and stakeholders, the purpose of the CARS project is to expand the distribution and utilization of STD home test kits to increase rates of early identification and treatment and reduce the incidence and prevalence of gonorrhea and chlamydia among women of color 12 to 25 years old in Los Angeles County's Second Supervisorial District (Second District). The project enables women to register online, receive a test kit in the mail for home use, and access test results by logging on to a secure website that provides information and counseling about a range of options for treatment and testing follow up services.

Over the three-year project period, a minimum of 13,350 free test kits will be distributed to high-risk young women and girls via collaboration on street-based outreach programs, interventions in local middle schools and high schools, and placement of test kit kiosks in community locations within the Second District. The project will also develop and test new methods of distribution to high-risk young women of color within the communities and neighborhoods where they live.

DPH staff serves as key personnel for the CARS project (Principal Investigator/Project Director and Project Coordinator). The Principal Investigator/Project Director is responsible for oversight, management and administration of the project. The Project Coordinator leads day-to-day operations of the project, including supervising contractors working on the project. DPH Program staff is responsible for leading the measurement and evaluation of the project by: 1) making certain the measurement tools are implemented properly by staff and data are collected in a timely and effective manner, and 2) ensuring the successful implementation of the program in schools through maintenance of relationships with school administrators and staff.

Approval of Recommendations 3 and 6 will allow DPH to accept future awards and/or amendments that are consistent with the requirements of the awards from USC and/or the CDC that adjust the terms of the awards; reflect non-material revisions to terms and conditions; rollover unspent funds and/or redirect funds; and/or provide an increase or decrease in funding up to 25 percent above or below each term's annual base amount. These recommended actions will enable DPH to accept awards and/or amendments that adjust the project periods up to six months beyond the original term, in those instances where there has been an unanticipated extension of the term to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance DPH's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Approval of Recommendation 7 will allow DPH to enter into agreements with key partner organizations that will implement required components of the CARS project. The identified sole source contractors meet specific criteria stipulated in the CDC award. As the current grantee, USC has executed contracts with the St. John Well Child and Family Center and Sentient Research to provide STD prevention services for the CARS project. DPH does not currently contract with these providers for these services. Upon the CDC's approval of DPH as the new grantee effective September 30, 2012, USC will relinquish all involvement and administration of the project, including these contracts. DPH will exercise delegated authority to enter into sole source County agreements with the two providers to continue to provide STD prevention services. DPH will not incur any cost or be responsible for any services performed by the contractors while under the USC CRO and/or USC contract.

Approval of Recommendation 8 will allow DPH to execute amendments to adjust the term of the agreement; rollover unspent funds; and/or increase or decrease funding up to 10 percent above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable agreement term. This recommended action will enable DPH to amend agreements to adjust the term for a period of up to six months beyond the initial expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance DPH's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Recommendation 8 will also enable DPH to amend the agreement to allow for the provision of additional units of funded services that are above the service level identified in the proposed agreement's scope of work and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the original executed agreement, the County may determine that the contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

DPH will accept KIR project funds totaling an estimated amount of \$805,393 for the period of September 1, 2011 through August 31, 2015 (consisting of \$141,919 via a sub-award agreement from USC CRO for the period of September 1, 2011 through May 31, 2012 and an estimated \$663,474 via a sub-award agreement from USC for the period of June 1, 2012 through August 31, 2015).

KIR funds will support DPH's personnel and operating expenses.

DPH will accept CARS project funds totaling an estimated amount of \$44,449 for the period of September 30, 2011 through September 29, 2012 (consisting of \$38,069 via a sub-award agreement from USC CRO for the period of September 30, 2011 through May 31, 2012, and an estimated \$6,380 via a sub-award agreement from USC for the period of June 1, 2012 through September 29, 2012). These funds will support DPH's personnel and operating expenses. Upon DPH's appointment as the grantee, DPH will accept an estimated \$788,780 (\$394,390 annually) for the period of September 30, 2012 through September 29, 2014, via a NA from CDC. These funds will continue to support DPH's personnel and operating expenses as well as contractual costs associated with St. John Well Child and Family Center and Sentient Research.

KIR project funding is included in DPH's fiscal year (FY) 2011-12 Budget and 2012-13 Adopted Budget. Appropriation Authority for the CARS project will be requested in the Supplemental Budget Request for FY 2012-13. Funding will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Keeping It Real

In 2010, the United States Department of Health and Human Services released Funding Opportunity Announcement (FOA) Number OPHS/OAH-TTP Tier I-2010 for Teenage Pregnancy Prevention: Replication of Evidence-based Programs (Tier 1). On May 31, 2010, HRA submitted an application for funding with the understanding that HRA would oversee the fiscal and administrative components of the resulting award and DPH the programmatic components, via a sub-award agreement with HRA.

On August 22, 2011, HRA received an award for the period of September 1, 2011 through August 31, 2012. Utilizing grant funding, HRA issued a sub award agreement to DPH on September 29, 2011. Subsequently in May 2012, HRA modified the sub-award agreement to reflect a grantee name change from HRA to USC CRO and a change in term to September 1, 2011 through May 31, 2012. In addition, USC CRO relinquished the grant with plans to transition it to USC. These changes delayed submission of the sub-award for your Board's acceptance. Effective June 1, 2012, USC became the grantee and informed DPH that it will issue a sub-award agreement and amendments effective June 1, 2012 through August 31, 2015, upon your Board's approval of Recommendation 2.

Community Approaches to Reducing Sexually Transmitted Disease

On August 4, 2011, the CDC issued a three-year award to HRA for the CARS Project. Utilizing grant funding, HRA prepared to issue a sub-award agreement to DPH but, instead, modified the sub-award agreement in July 2012, to reflect a grantee name change from HRA to USC CRO and a change in term to September 30, 2011 through May 31, 2012. In addition, USC CRO relinquished the grant with plans to transition it to USC. These changes delayed submission of the sub-award for your Board's acceptance. Effective June 1, 2012, USC became the grantee and informed DPH that it will issue a sub-award agreement effective June 1, 2012 through September 29, 2012, upon your Board's approval of Recommendation 5. On July 23, 2012, DPH sent a request to the CDC that future CARS agreements be awarded directly to DPH to manage and implement the program more efficiently, effective September 30, 2012. Pending CDC approval of this request, DPH is requesting delegated authority to accept future awards and/or amendments from USC and/or the CDC.

At the request of USC CRO, the proposed awards contain a mutual indemnification provision and as a result, require your Board's approval. The mutual indemnification provision requires DPH to indemnify and defend USC CRO for claims that arise from the DPH's negligent acts or omissions with regards to performance of these awards. Similarly, USC CRO will indemnify and defend DPH for negligent acts or omissions of its employees.

The recommended agreements will be reviewed and approved as to form by County Counsel. CEO RM Operations will review and approve any modifications or amendments to standard County insurance and indemnification provisions prior to execution of the agreements by all parties.

County Counsel has approved Exhibits I and II as to use. Attachment A is the Sole Source Checklist. Attachment B is the Grant Management Statement for grants exceeding \$100,000.

CONTRACTING PROCESS

Currently, USC has contracts with St. John Well Child and Family Center and Sentient Research to provide STD prevention services for the CARS project. In anticipation of DPH becoming the grantee of this award no earlier than September 30, 2012, and to allow continuity of this project, DPH is

requesting delegated authority to enter into sole source agreements with these two providers to continue to provide STD prevention services under the CARS grant.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to accept funds for the KIR and CARS projects to implement evidenced-based interventions to prevent teen pregnancy, reduce sexual risk among adolescents, and provide an innovative community-focused initiative to reduce the rate of STDs among young women of color ages 12 to 25.

Respectfully submitted,



JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

JEF:MJP:jl
#02319

Enclosures

c: c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

UNIVERSITY OF SOUTHERN CALIFORNIA CLINICAL RESEARCH ORGANIZATION
Subaward Number _____

SUBCONTRACTOR/CONSULTANT AGREEMENT

THIS COST-REIMBURSEMENT SUBAWARD is between Health Research Association, Inc., doing business as USC Clinical Research Organization (hereinafter USC CRO) and the Los Angeles County Department of Public Health (LAC DPH) (hereinafter SUBRECIPIENT), located in Los Angeles, California. USC CRO has received the following grant awards:

Department of Health and Human Services, Office of Adolescent Health Award Number 5TP1AH000036-02-00, for the project entitled, "Teenage Pregnancy Prevention Program – Tier 1(KIR)"

Article 1: Statement of Work

The Subrecipient shall provide all necessary and qualified personnel, equipment, material and facilities to accomplish the programmatic and technical activities applicable to the Subrecipient as set forth in Attachment A, Statements of Work, attached hereto and incorporated by reference herein.

Article 2: Key Personnel and Performance

The Subrecipient staff is considered key personnel and essential to the work conducted under this Subaward. The Subrecipient will make best efforts in performing the work under this Subaward and services will be rendered at a level commensurate with professional standards acceptable in the discipline and within the scope of the project. The Key Personnel representing USC CRO and the Subrecipient shall be as follows:

USC CRO: Stephen W. Mackey, Executive Director
Subrecipient: Jonathan E. Freedman, Chief Deputy Director

Article 3: Period of Performance

The period of performance under this Subaward shall commence September 1, 2011 through May 31, 2012. Performance for the remaining term of the period will be under a subsequent subaward with USC, a successor in interest to USC CRO.

Article 4: Limitation of Cost

Subject to the availability of funds from OAH, USC CRO agrees to reimburse Subrecipient for allowable costs actually incurred during performance of the work under this Subaward in accordance with -Attachment B Budgets, and in an amount not to exceed \$141,919 for the period September 1, 2011 through May 31, 2012.

Subrecipient shall not be reimbursed for costs incurred in excess of the stated maximum amount payable without an executed amendment to this Subaward. Subrecipient shall notify USC CRO's Principal Investigator at a time it anticipates that, within 60 days, funding will be insufficient to accomplish the purposes of this Subaward.

Article 5: Invoicing and Payment

Subrecipient may submit invoices to USC CRO not less frequently than quarterly nor more frequently than monthly. All invoices shall be submitted in duplicate. At a minimum, invoices must include the USC CRO Subaward Number, identify the period for which reimbursement is being requested, itemize current and cumulative costs by budget category in accordance with the Subrecipient's approved budget appended hereto as Exhibit I-Attachment B, and be signed by an authorized representative of the Subrecipient's institution certifying that the expenditures claimed represent actual expenses for the work performed under this Subaward. USC CRO shall reimburse Subrecipient upon receipt of an acceptable invoice. A final invoice and statement of costs incurred, marked "FINAL", must be submitted no later than sixty (60) days after expiration or termination of this Subaward.

Invoices shall be submitted as follows:

University of Southern California Clinical Research Organization
Attn: Contracts and Grants Administrator
1640 Marengo Street, 7th Floor
Los Angeles, CA90033

Article 6: Reporting Requirements

Financial and progress reports are required at the end of every quarter. Reports shall contain a brief summary of that period's progress, plans for the upcoming period, major accomplishments or problems, and show the planned-versus-accrual expenditure; other reports including the final will be due within thirty (30) days of the date of formal request. The reports shall be submitted to the USC CRO technical point of contact, Dr. Christine De Rosa, at the following email address: cderosa@ph.lacounty.gov USC CRO. A copy should be forwarded to the USC CRO administrative point of contact, [Esther Leung, at eleung@health-research.org](mailto:eleung@health-research.org).

Article 7: Prior Approvals

The administrative requirements for prior approvals will be governed by the PHS Grants Policy Statement with the exception that any extension without additional funds and change in key personnel or to the scope or objectives of the project requires the prior written approval of USC CRO.

Article 8: Equipment

Purchase of equipment is not authorized under this Subaward.

Article 9: Protection of Research Subjects

If human or animal subjects are used in the conduct of the work performed under this Agreement, a copy of the Subrecipient's approved protocol, including a certification letter verifying human subjects training for all key personnel in accordance with federal regulations. These documents should be submitted to USC CRO's Principal Investigator and USC CRO's Contracts and Grants Administrator. All work involving human subjects shall require approval from an Independent Review Board of Subrecipient's choice and Subrecipient shall obtain a signed informed consent from each subject prior to enrollment. The work conducted under this Subaward shall be performed in accordance with all local, state and federal laws and regulations..

Article 10: HIPAA

The subrecipient acknowledges the applicability of the privacy standards (as set forth in 65 Fed. Reg. 82462-82829 (Dec. 28, 2000) and other requirements relating to protected health information as defined in the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and agree that the subrecipient will comply with their respective obligations as required by HIPAA. To this end, Principal Investigator shall obtain from each subject enrolled on or after April 14, 2003, an "Authorization for Use and Disclosure of Protected Health Information for Research, Regulatory Approval, and Other Purposes".

Article 11: Publication

All reports, articles, or books produced under this Subaward shall contain the acknowledgement and disclaimer language required by the Office of Adolescent Health. "This publication (journal, article, etc.) was supported by Grant Award Number 5TP1AH000036 from The Office of Adolescent Health (OAH). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the OAH."

Article 12: Copyright

The Subrecipient reserves the right to protect by copyright original works developed under this Subaward. All such copyrighted works will be in the name of the Subrecipient. The Subrecipient hereby grants to USC CRO and the U.S. federal government an irrevocable, non-exclusive, worldwide, and royalty-free right and license to use, reproduce, prepare derivative works, distribute copies, and perform and display publicly any copyrighted material developed and/or delivered under this Subaward for the purpose of education or research and to authorize others to do so.

Article 13: Independent Contractor

In the performance of this Subaward, Subrecipient shall be deemed to be an independent contractor and, as such, no employees or staff of Subrecipient assigned to perform work under this Subaward shall be entitled to any benefits applicable to employees of USC CRO.

Article 14: Assignment

Subrecipient shall not assign, transfer or subcontract its rights, interest, or obligations hereunder without written consent of USC CRO and modification to this Subaward. Purchase of a controlling interest in Subrecipient by a third party shall be deemed an assignment.

Article 15: Modifications

The terms and conditions of this Subaward may be changed only by mutual agreement. Said modifications shall be in the form of a duly executed amendment to this Subaward signed by authorized representatives of the parties.

Article 16: Audit

All costs incurred in the performance of the work under this Subaward will be subject to audit by the Office of Adolescent Health and/or an authorized representative of USC CRO and Subrecipient agrees to provide auditors access to records necessary to support reported costs. Should any costs incurred by Subrecipient be disallowed by audit exception by the Office of Adolescent Health or USC CRO in accordance with applicable cost principles, Subrecipient shall reimburse USC CRO for said disallowed costs.

If the Subrecipient expends \$500,000 or more a year in federal funds, it shall comply with the requirements of Office of Management and Budget Circular A-133. Subrecipient shall provide to USC CRO a statement similar to the one included in Exhibit I-Attachment E certifying that the required audit has been performed and that no instances of noncompliance with federal laws and regulations which bear directly on the performance or administration of the Subaward were noted. In cases of noncompliance findings, Subrecipient will provide USC CRO with a copy of its response to the findings and plan for corrective action. All records and reports prepared in accordance with the requirements of OMB A-133 shall be available for inspection by representatives of USC CRO or the Office of Adolescent Health during normal business hours.

Article 17: Record Retention

All pertinent records and books of accounts related to this Subaward shall be retained for a period of three (3) years after the expiration or termination of this Subaward. Records relating to any claim arising out of the performance of this Subaward, or costs and expenses to which exception have been taken as a result of audit and/or inspection shall be retained by the Subrecipient until such claim or audit exception has been resolved.

Article 18: Insurance

Subrecipient shall maintain at its own expense, during the period of this agreement, insurance levels consistent with industry standards and at levels sufficient to support their indemnification obligations for general liability, business automobile liability, and worker's compensation as required by the subrecipient's state law. Subrecipient warrants that it maintains a policy, or policies, of insurance at levels consistent with industry standards and at levels sufficient to support their indemnification obligations assumed in article 19.

Subrecipient, upon execution of this Agreement, shall furnish USC CRO with a certificate or certificates of insurance, signed by an authorized representative of Subrecipient's insurer(s) or of Subrecipient, if self-insured, evidencing compliance with the above requirements. It should be expressly understood, however, that the coverages and limits required above shall not in any way limit the liability of Subrecipient. Subrecipient's insurance policy/policies shall be primary. This provision, however, shall only apply in proportion and to the extent of subcontractor's negligence. Health Research Association shall be added to the policy or policies (Workers' Compensation excepted) as an Additional Insured, and Severability of Interest Clause and a Cross Liability Clause shall extend to USC CRO as an additional insured. This provision, however, shall only apply in proportion to and to

the extent of the negligent acts or omissions of Subrecipient, its officers, agents, or employees. The insurance coverages evidenced by the Certificate(s) of Insurance shall not be modified, changed or canceled except after thirty (30) days prior written notice has been given to USC CRO.

Article 19: Indemnification

Each party shall protect, indemnify, and save the other harmless from and against any damage, cost or liability for any or all injuries to persons or property arising out of the performance of this Subaward but only in proportion to and to the extent such damage, cost or liability results from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.

Article 20: Limitation of Liability

Notwithstanding anything the contrary contained herein, to the maximum extent permitted by law, and except with respect to claims of indemnity, in no event will Institution or Principal Investigator be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages arising out of or in connection with the Study or their performing research activities in connection with the Study. This limitation of liability applies regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.”

Article 21: Termination

- A) This Subaward may be terminated for convenience by either party hereto by giving written notice to the other party thirty (30) days in advance of a specified date of termination.
- B) This Subaward may be terminated for cause in the event that Subrecipient does not perform its obligations as specified under this Subaward or commits any breach of or default in any of the terms and conditions of this Subaward. If Subrecipient fails to remedy such non-performance, breach or default within thirty (30) days after receipt of written notice thereof, USC CRO may at its option and in addition to other remedies which it may have at law or in equity, terminate this Subaward by sending notice of termination in writing to the Subrecipient. Such termination shall be effective as of the date of the Subrecipient’s receipt of such notice.
- C) In the event the Office of Adolescent Health for any reason terminates its award to USC CRO, USC CRO may terminate the performance of the Subrecipient at any time by written notice to Subrecipient.

In the event of termination, USC CRO will reimburse Subrecipient for all allowable costs incurred and uncancellable obligations made up to and including the date of termination, provided such costs do not exceed the stated maximum amount payable.

Article 22: Administrative Requirements:

This Subaward shall be administered in accordance with and Subrecipient shall comply with the Administrative Requirements listed in Attachment C as applicable, which are incorporated herein by reference.

Article 23: Certifications, Assurances and/or Regulations:

By signing this Subaward, the Subrecipient has executed and shall comply with the certifications, assurances and regulations identified in Attachment D. If, during the performance period of this Subaward, the status of Subrecipient changes relative to any of these certifications or assurances, Subrecipient shall immediately notify USC CRO and include an explanation of the changes.

Article 24: Administrative and Technical Contacts:

The following individuals shall serve as contacts for communications regarding this Subaward:

Technical

For USC CRO:

Christine J. DeRosa, PhD
2615 S. Grand Avenue, Room 460
Los Angeles, CA 90007
Phone: (213) 744-3070
Fax: (213) 749-9606
E-Mail: cderosa@ph.lacounty.gov

For Subrecipient:

Christine J. De Rosa, PhD
2615 S. Grand Ave, Room 460
Los Angeles, CA 90007
Phone: (213) 744-3287
Fax: (213) 749-9606
E-Mail: cderosa@ph.lacounty.gov

Administrative

For USC CRO:

Esther Leung
Budget/Business Technician
1640 Marengo Street, 7th Floor
Los Angeles, CA 90033
Phone: (323) 223-4091 ext. 122
Fax: (323) 342-0947
E-Mail: eleung@health-research.org

For Subrecipient:

Jacqueline M. Battle, MS, EdD
2615 S. Grand Avenue, Room 500
Los Angeles, CA 90007
Phone: (213) 744-3116
Fax: (213) 749-9606
E-Mail: jbattle@ph.lacounty.gov

In witness whereof, the parties hereto have executed this Subaward as of the day and year written.

Subrecipient

Recipient

By: _____
Jonathan E. Freedman
Chief Deputy Director
Los Angeles County Department of Public Health

By: _____
Stephen W. Mackey
Executive Director
USC Clinical Research Organization

Date: _____

Date: _____

Attachment C - Administrative Requirements

PHS Grants Policy Statement

45 CFR Part 74.

OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations", as revised.

OMB Circular A-21, "Cost Principles for Educational Institutions", as revised.

OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations", as revised.

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Handicapped Individuals. Compliance with Section 504 of the Rehabilitation Act of 1973 as amended.

Sex Discrimination. Compliance with Section 901 of Title IX of the Education Amendments of 1972 as amended.

Age Discrimination. Compliance with the Age Discrimination Act of 1975 as amended.

Drug-Free Workplace. Compliance with the Drug-Free Workplace Act of 1988.

Patents, Licenses, and Inventions. Compliance with the Standard Patent Rights clauses as specified in 37 CFR, Part 401.14 and/or 35 U.S.C. 203, whichever is appropriate and applicable. Subrecipient shall notify University's Administrative Contact, as stated in Article 22, within two months after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. Subrecipient shall use form HHS568 to report invention(s). A negative report is not required.

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ATTACHMENT E - A-133 CERTIFICATION

The undersigned, being an authorized financial officer of the referenced Subrecipient, hereby certifies that:

_____The Subrecipient's total Federal expenditures for fiscal year ending _____do not exceed \$500,000.00. The Subrecipient is exempt from Federal Audit requirements for the subaward period of performance.

_____The Subrecipient has had an A-133 compliance audit for fiscal year ending_____ and has not been informed of any instances of non-compliance with federal laws and regulations that have a direct bearing on this Agreement. A copy of the Subrecipient's written notification as promulgated in Subpart C, Section.320(e)(2) of OMB Circular A-133 is attached.

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Signature

Date

Typed Name and Title

**COUNTY OF LOS ANGELES (LAC) DEPARTMENT OF PUBLIC HEALTH (DPH)
DIVISION OF HIV AND STD PROGRAMS (DHSP)**

**PROJECT TITLE: KEEPING IT REAL LAC.: IMPLEMENTING AN EVIDENCE-BASED SEXUAL RISK REDUCTION
INTERVENTION IN MIDDLE SCHOOLS**

SCOPE OF WORK

September 1, 2011 – May 31, 2012

Goal: Keeping It Real (KIR) is a five year program to implement an evidence-based teen pregnancy prevention program in Los Angeles and Compton middle schools, in areas where teen birth rates historically have been elevated. USC Clinical Research Organization, formerly known as Health Research Association, and its successor, the University of Southern California (Christine De Rosa, Principal Investigator) in collaboration with the Los Angeles Unified School District (LAUSD), Compton Unified School District (CUSD) and the Los Angeles County Division of HIV and STD Programs, has been funded by the U.S. Department of Health and Human Services' Office of Adolescent Health (OAH) to implement the evidence-based program "It's Your Game/ Keep it Real" (IYG) in LAUSD and CUSD schools for 7th and 8th grade students; link the 8th grade curriculum to existing school and community resources to improve access to condoms and reproductive health care; track, study and refine the implementation process; and develop a sustainability plan that will allow LAUSD and CUSD to continue implementation and expand implementation of IYG in other district middle schools at the end of the project.

PROGRAM OBJECTIVES:

1. Prepare 24 middle schools to implement IYG (defined as administrative approval obtained; teachers trained; and logistics detailed in each school) with fidelity by the end of Year 1.
2. Implement with fidelity, defined as 90% of teachers in each school delivering all 12 lessons each year; 90% conducting all activities; 90% covering all topics related to setting personal limits; skills practice related to refusal skills; and knowledge and skill building related to risk reduction practices.
3. Implement with a cohort of 14,000 7th grade students in year 2 continuing in 8th grade in Year 3. Implement with a second cohort of 14,000 7th graders in year 3 continuing in 8th grade in Year 4 (28,000 total students receiving intervention).
4. Reduce by 20% the number of students reporting ever having oral, anal, or vaginal sex; increase by 20% the number of students reporting reproductive health care (ever saw a doctor or nurse for pregnancy or STD counseling or testing, for symptoms, to get condoms or birth control, or for a Pap test) among students who

- receive intervention (surveyed in Years 4 and 5) relative to students who do not (surveyed in Years 2 and 3) by Spring of Year 5.
5. Increase by .10 (additive) the proportion of sexually experienced students who report condom use at last sex and decrease by 20% the number of occasions of sexual activity reported by sexually experienced students in the last 3 months among students who receive intervention, relative to students who do not, by Spring of Year 5.
 6. Achieve high satisfaction with sex education curriculum among school administrators, health teachers, and students (average of 4 or higher on a Likert-type scale where 1 is least satisfaction and 5 is most satisfaction) and increase health teachers self-efficacy in delivering sex education (average of 4 or higher on a Likert-type scale where 1 is least self-efficacy and 5 is most self-efficacy) by the end of Year 4.

A. Program development and implementation.

A1. Preparation

Activities	Timeline	Evaluation/Documentation
a) Build and maintain relationships with 24 middle schools	September 1, 2011, thru May 31, 2012	Tracking and logs of contacts with schools and outcomes from contacts will be created and maintained
b) Train final set of project teachers to implement curriculum with fidelity	September 1 – 30, 2011	All teachers undergoing training will sign in each day; sign-in lists will be reviewed to assure all remaining teachers have been trained

A2. Implementation

Activities	Timeline	Evaluation/Documentation
a) Work with LAUSD and CUSD to coordinate implementation scheduling	September 1, 2011 thru May 31, 2012	Successful implementation of the IYG program will occur with the cooperation of the school districts and individual schools; successful scheduling will be evidenced in curriculum logs
b) Provide technical assistance to program teachers	September 1, 2011 thru May 31, 2012	Logs of technical assistance requests will be maintained; successful assistance provided to teachers will be evidenced by proper implementation of the IYG program

		via curriculum logs
c) Review and maintain fidelity of the program	September 1, 2011 thru May 31, 2012	Curriculum logs will be maintained by teachers and reviewed by staff to ensure IYG is implemented with fidelity
d) Conduct observations of randomly selected lessons taught by teachers	September 1, 2011 thru May 31, 2012	Observation logs will be filled out and reviewed to ensure IYG is implemented with fidelity
e) Provider Guide update and duplication	September 1, 2011 thru May 31, 2012	Provider Guide surveys will be conducted to inform the updates; Provider Guides will be updated and duplicated for distribution
h) Survey 9 th grade students at 10 high schools	February 1, 2012 thru May 31, 2012	Approximately 100 students per high school will be surveyed using ACASI

A3. Continuing Activities

Activities	Timeline	Evaluation/Documentation
a) Seek continuing support for expansion of IYG program in LAUSD and CUSD schools	January 2, 2012 thru May 31, 2012	A log of efforts to seek support for the expansion of the IYG program will be created and maintained.

B. Program monitoring and evaluation

B1.

Activities	Timeline	Evaluation/Documentation
a) Data collection of health indicators	February 1, 2012 thru May 31, 2012	A database of health indicators will be created
b) Analysis of reach, dosage, implementation and adaptations, effectiveness, lessons learned	February 1, 2012 thru May 31, 2012	Results of analyses will be reported to the funder as required by grant provisions

C. Contract Management

C1.

Activities	Timeline	Evaluation/Documentation
a) Follow OAH guidelines for attending conferences, trainings, deadlines and conference calls	September 1, 2011 thru May 31, 2012	Conference call notes will be taken, and attendance of required conferences and trainings will be documented
b) Submission of OAH required documents (budgets, contracts, forms, milestones etc.)	September 1, 2011 thru May 31, 2012	Documents will be created on time and submitted to the project officer and grants management specialist. Copies will be maintained on file

UNIVERSITY OF SOUTHERN CALIFORNIA CLINICAL RESEARCH ORGANIZATION
Subaward Number _____

SUBCONTRACTOR/CONSULTANT AGREEMENT

THIS COST-REIMBURSEMENT SUBAWARD is between Health Research Association, Inc., doing business as USC Clinical Research Organization (hereinafter USC CRO) and the Los Angeles County Department of Public Health (LAC DPH) (hereinafter SUBRECIPIENT), located in Los Angeles, California each a "party" or collectively "the parties". USC CRO has received the following grant awards:

Centers for Disease Control and Prevention Award Number IU22PS003371-01, for the project entitled, "Community Approaches to Reducing STD's (CARS)

Article 1: Statement of Work

The Subrecipient shall provide all necessary and qualified personnel, equipment, material and facilities to accomplish the programmatic and technical activities applicable to the Subrecipient as set forth in Attachment A, Statements of Work, attached hereto and incorporated by reference herein.

Article 2: Key Personnel and Performance

The Subrecipient staff is considered key personnel and essential to the work conducted under this Subaward. The Subrecipient will make best efforts in performing the work under this Subaward and services will be rendered at a level commensurate with professional standards acceptable in the discipline and within the scope of the project. The Key Personnel representing USC CRO and the Subrecipient shall be as follows:

USC CRO: Stephen W. Mackey, Executive Director
Subrecipient: Jonathan E. Freedman, Chief Deputy Director

Article 3: Period of Performance

The period of performance under this Subaward shall commence September 30, 2011 through May 31, 2012. Performance for the remaining term of the period will be under a subsequent subaward with the University of Southern California [Department of Contracts and Grants](#) a successor in interest to USC CRO.

Article 4: Limitation of Cost

Subject to the availability of funds from CDC, USC CRO agrees to reimburse Subrecipient for allowable costs actually incurred during performance of the work under this Subaward in accordance with -Attachment B Budget, and in an amount not to exceed \$38,069 for the period September 1, 2011 through May 31, 2012.

Subrecipient shall not be reimbursed for costs incurred in excess of the stated maximum amount payable without an executed amendment to this Subaward.

Article 5: Invoicing and Payment

Subrecipient shall submit the invoice to USC CRO at the address below. The invoice must include the USC CRO Subaward Number, identify the period for which reimbursement is being requested, itemize current and cumulative costs by budget category in accordance with the Subrecipient's approved budget appended hereto as Exhibit I-Attachment B, and be signed by an authorized representative of the Subrecipient's institution certifying that the expenditures claimed represent actual expenses for the work performed under this Subaward. USC CRO shall reimburse Subrecipient upon receipt of an acceptable invoice. The invoice and statement of costs incurred, shall be marked "FINAL".

Invoices shall be submitted as follows:

University of Southern California Clinical Research Organization
Attn: Contracts and Grants Administrator
1640 Marengo Street, 7th Floor
Los Angeles, CA90033

Article 6: Reporting Requirements

A final financial and progress report is due within thirty (30) days of payment being made by USC CRO to Subrecipient. The final financial and progress report shall contain a brief summary of progress for the period September 1, 2011 through May 31, 2012, major accomplishments or problems, and must show the accrual expenditures. The reports shall be submitted to the USC CRO technical point of contact, Dr. Peter Kerndt, at the following email address: pkerndt@usc.edu. A copy should be forwarded to the USC CRO administrative point of contact, Esther Leung, at esther.leung@med.usc.edu.

Article 7: Prior Approvals

The administrative requirements for prior approvals will be governed by the PHS Grants Policy Statement with the exception that any extension without additional funds and change in key personnel or to the scope or objectives of the project requires the prior written approval of USC CRO.

Article 8: Equipment

Purchase of equipment is not authorized under this Subaward.

Article 9: Protection of Research Subjects

If human or animal subjects are used in the conduct of the work performed under this Agreement, a copy of the Subrecipient's approved protocol, including a certification letter verifying human subjects training for all key personnel in accordance with federal regulations. These documents should be submitted to USC CRO's Principal Investigator and USC CRO's Contracts and Grants Administrator. All work involving human subjects shall require approval from an Independent Review Board of Subrecipient's choice and Subrecipient shall obtain a signed informed consent from each subject prior to enrollment. The work conducted under this Subaward shall be performed in accordance with all local, state and federal laws and regulations..

Article 10: HIPAA

The subrecipient acknowledges the applicability of the privacy standards (as set forth in 65 Fed. Reg. 82462-82829 (Dec. 28, 2000) and other requirements relating to protected health information as defined in the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and agree that the subrecipient will comply with their respective obligations as required by HIPAA. To this end, Principal Investigator shall obtain from each subject enrolled on or after April 14, 2003, an "Authorization for Use and Disclosure of Protected Health Information for Research, Regulatory Approval, and Other Purposes".

Article 11: Publication

All reports, articles, or books produced under this Subaward shall contain the acknowledgement and disclaimer language required by the CDC. "This publication (journal, article, etc.) was supported by Grant Award Number 5TP1AH000036 from The Office of Adolescent Health (OAH). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the OAH."

Article 12: Copyright

The Subrecipient reserves the right to protect by copyright original works developed under this Subaward. All such copyrighted works will be in the name of the Subrecipient. The Subrecipient hereby grants to USC CRO and the U.S. federal government an irrevocable, non-exclusive, worldwide, and royalty-free right and license to use, reproduce, prepare derivative works, distribute copies, and perform and display publicly any copyrighted material developed and/or delivered under this Subaward for the purpose of education or research and to authorize others to do so.

Article 13: Independent Contractor

In the performance of this Subaward, Subrecipient shall be deemed to be an independent contractor and, as such, no employees or staff of Subrecipient assigned to perform work under this Subaward shall be entitled to any benefits applicable to employees of USC CRO.

Article 14: Assignment

Subrecipient shall not assign, transfer or subcontract its rights, interest, or obligations hereunder without written consent of USC CRO and modification to this Subaward. Purchase of a controlling interest in Subrecipient by a third party shall be deemed an assignment.

Article 15: Modifications

The terms and conditions of this Subaward may be changed only by mutual agreement. Said modifications shall be in the form of a duly executed amendment to this Subaward signed by authorized representatives of the parties.

Article 16: Audit

All costs incurred in the performance of the work under this Subaward will be subject to audit by the Office of Adolescent Health and/or an authorized representative of USC CRO and Subrecipient agrees to provide auditors access to records necessary to support reported costs. Should any costs incurred by Subrecipient be disallowed by audit exception by the Office of Adolescent Health or USC CRO in accordance with applicable cost principles, Subrecipient shall reimburse USC CRO for said disallowed costs.

If the Subrecipient expends \$500,000 or more a year in federal funds, it shall comply with the requirements of Office of Management and Budget Circular A-133. Subrecipient shall provide to USC CRO a statement similar to the one included in Exhibit I-Attachment E certifying that the required audit has been performed and that no instances of noncompliance with federal laws and regulations which bear directly on the performance or administration of the Subaward were noted. In cases of noncompliance findings, Subrecipient will provide USC CRO with a copy of its response to the findings and plan for corrective action. All records and reports prepared in accordance with the requirements of OMB A-133 shall be available for inspection by representatives of USC CRO or the Office of Adolescent Health during normal business hours.

Article 17: Record Retention

All pertinent records and books of accounts related to this Subaward shall be retained for a period of three (3) years after the expiration or termination of this Subaward. Records relating to any claim arising out of the performance of this Subaward, or costs and expenses to which exception have been taken as a result of audit and/or inspection shall be retained by the Subrecipient until such claim or audit exception has been resolved.

Article 18: Insurance

Subrecipient shall maintain at its own expense, during the period of this agreement, insurance levels consistent with industry standards and at levels sufficient to support their indemnification obligations for general liability, business automobile liability, and worker's compensation as required by the subrecipient's state law. Subrecipient warrants that it maintains a policy, or policies, of insurance at levels consistent with industry standards and at levels sufficient to support their indemnification obligations assumed in article 19.

Subrecipient, upon execution of this Agreement, shall furnish USC CRO with a certificate or certificates of insurance, signed by an authorized representative of Subrecipient's insurer(s) or of Subrecipient, if self-insured, evidencing compliance with the above requirements. It should be expressly understood, however, that the coverages and limits required above shall not in any way limit the liability of Subrecipient. Subrecipient's insurance policy/policies shall be primary. This provision, however, shall only apply in proportion and to the extent of subcontractor's negligence. USC CRO shall be added to the policy or policies (Workers' Compensation excepted) as an Additional Insured, and Severability of Interest Clause and a Cross Liability Clause shall extend to USC CRO as an additional insured. This provision, however, shall only apply in proportion to and to

the extent of the negligent acts or omissions of Subrecipient, its officers, agents, or employees. The insurance coverages evidenced by the Certificate(s) of Insurance shall not be modified, changed or canceled except after thirty (30) days prior written notice has been given to USC CRO.

Article 19: Indemnification

Each party shall protect, indemnify, and save the other harmless from and against any damage, cost or liability for any or all injuries to persons or property arising out of the performance of this Subaward but only in proportion to and to the extent such damage, cost or liability results from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees or breach of this Agreement.

Article 20: Limitation of Liability

Notwithstanding anything the contrary contained herein, to the maximum extent permitted by law, and except with respect to claims of indemnity, in no event will Institution or Principal Investigator be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages arising out of or in connection with the Study or their performing research activities in connection with the Study. This limitation of liability applies regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.”

Article 21: Termination

- A) This Subaward may be terminated for convenience by either party hereto by giving written notice to the other party thirty (30) days in advance of a specified date of termination.
- B) This Subaward may be terminated for cause in the event that Subrecipient does not perform its obligations as specified under this Subaward or commits any breach of or default in any of the terms and conditions of this Subaward. If Subrecipient fails to remedy such non-performance, breach or default within thirty (30) days after receipt of written notice thereof, USC CRO may at its option and in addition to other remedies which it may have at law or in equity, terminate this Subaward by sending notice of termination in writing to the Subrecipient. Such termination shall be effective as of the date of the Subrecipient’s receipt of such notice.
- C) In the event the CDC for any reason terminates its award to USC CRO, USC CRO may terminate the performance of the Subrecipient at any time by written notice to Subrecipient.

In the event of termination, USC CRO will reimburse Subrecipient for all allowable costs incurred and uncancellable obligations made up to and including the date of termination, provided such costs do not exceed the stated maximum amount payable.

Article 22: Administrative Requirements:

This Subaward shall be administered in accordance with and Subrecipient shall comply with the Administrative Requirements listed in Attachment C as applicable, which are incorporated herein by reference.

Article 23: Certifications, Assurances and/or Regulations:

By signing this Subaward, the Subrecipient has executed and shall comply with the certifications, assurances and regulations identified in Attachment D. If, during the performance period of this Subaward, the status of Subrecipient changes relative to any of these certifications or assurances, Subrecipient shall immediately notify USC CRO and include an explanation of the changes.

Article 24: Trademark and Use of Name:

Except as required by law or permitted by this Agreement, neither party will use the name of the other party in any advertising or promotional materials or statement to the public without the prior written approval of other party respectively. However, USC CRO shall have the right to refer to this Agreement as appropriate in the conduct of its internal business and in any filings required with any governmental agency or as otherwise required by law.

Article 25: Choice of Law and Venue:

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California, applied without giving effect to any conflicts of law principles. Any lawsuit that may be brought with respect to this Agreement shall be brought and tried in a court of competent jurisdiction in the State of California.

Article 26: Administrative and Technical Contacts:

The following individuals shall serve as contacts for communications regarding this Subaward:

Technical

For USC CRO:

Peter Kerndt, M.D.
2615 South Grand Avenue, Room 500
Los Angeles, CA 90007
Phone: (213) 744-3093
Fax: (213) 749-9606
E-Mail: pkerndt@usc.edu

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For USC CRO:

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Phone: (323) 987-2819
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Los Angeles, CA 90007
Phone: (213) 744-3116
Fax: (213) 749-9606
E-Mail: jbattle@ph.lacounty.gov

For USC CRO:

Denise Deack
Contract Manager II
1640 Marengo Street, 7th floor
Los Angeles, CA 90033
Phone: (323) 987-2806
Fax: (323) 342-0947
E-Mail: denise.deack@med.usc.edu

Article 26:

This Agreement may be executed in several counterparts either by hard copy, electronic signature, fax or scan, each of which, when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument.

In witness whereof, the parties hereto have executed this Subaward as of the day and year written.

Subrecipient

USC CRO

By: _____
Jonathan E. Freedman
Chief Deputy Director
Los Angeles County Department of Public Health

By: _____
Stephen W. Mackey
Executive Director
USC Clinical Research Organization

Date: _____

Date: _____

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Signature

Date

Typed Name and Title

**UNIVERSITY OF SOUTHERN CALIFORNIA CLINICAL RESEARCH ORGANIZATION
(USC CRO)
&
COUNTY OF LOS ANGELES (LAC) DEPARTMENT OF PUBLIC HEALTH (DPH)
DIVISION OF HIV AND STD PROGRAMS (DHSP)**

**PROJECT TITLE:
COMMUNITY MOBILE STD SCREENING PARTNERSHIP (CMSSP)
THROUGH THE CENTERS FOR DISEASE CONTROL (CDC) COMMUNITY
APPROACHES TO REDUCING SEXUALLY TRANSMITTED DISEASES PROGRAM
(CARS)**

SCOPE OF WORK

September 30, 2011 through May 31, 2012

BACKGROUND: In response to increased incidences of gonorrhea and other STDs in Los Angeles County, the Board of Supervisors approved a comprehensive strategy to reduce STD disparities in the Second District, a geographical area disproportionately affected by STDs. This strategy is known as the Second District STD Control Plan (D2CP). Congruently, the Director of the STD Program in DHSP in the Los Angeles County Department of Public Health was awarded a CDC grant at the University of Southern California (formerly, Health Research Association) to fund the Community Mobile STD Screening Partnership (CMSSP). CMSSP is a program designed to address these STD disparities and their social determinants in partnership with community stakeholders. CMSSP is funded by the CDC Community Approaches to Reducing STDs (CARS) grant.

GOAL: The CMSSP is a multifaceted community collaborative with the overarching goal to reduce the incidence and prevalence of chlamydia and gonorrhea infections among young women between the ages of 12 through 25 in the Second Supervisorial District of Los Angeles County. The CMSSP goal and objectives coincide with three purposes outlined in the CDC CARS FOA that include: (STD-1) Reduce the proportion of adolescents and young adults with chlamydia trachomatis infections; (STD-2) Reduce Chlamydia rates among females aged 15 through 44 years; and (STD-6) Reduce gonorrhea rates. The program is designed to achieve this goal and objectives over a three-year period in close collaboration with the affected community.

PROGRAM OBJECTIVES:

Objective 1: Between July 1, 2011 and May 31, 2012, convene and establish a collaborative community planning body responsible for conducting a four-month planning process to: a) identify and target local communities and needs; b) develop and/or refine program interventions; c) develop and/or refine

evaluation methods and criteria; d) implement program interventions; and e) produce a multi-year STD control plan for the Second District with measurable goals, objectives, and milestones.

Objective 2: Between November 1, 2011 and May 31, 2012, distribute a total of 1,500 free home STD kits to high-risk young women between the ages of 12 through 25 in the Second Supervisorial District with at least 750 (50%) returned to the laboratory for processing of results and an estimated 9% positivity rate for chlamydia and 1% positivity rate for gonorrhea.

I. Activities:

Implementation Activities	Timeline	Evaluation/ Documentation
a.) Organize and conduct monthly Project Management Team meetings with subcontractors, LACDPH staff, and other external stakeholders to coordinate, discuss, refine, and optimize intervention activities in CMSSP.	Ongoing through May 2012	a.) Agendas, sign-in sheets, meeting minutes
b.) Meet as needed with expanded screening subcontractors to trouble shoot and optimize outreach activities to help ensure that test kit order targets are met.	Ongoing through May 2012	b.) Meeting agenda, test kit order log or DTK data summaries
c.) Coordinate CDC and Team Wake Forest site visits and follow-up with CDC and Team Wake Forest staff on discussions, reports, and recommendations from visits.	Ongoing through May 2012	c.) Agendas, emails, site visit coordination, scheduled conference calls
d.) Work in collaboration with DHSP staff on the development and refinement of components of the Second District STD Control Plan.	Ongoing through May 2012	e.) Schedule of meetings, documents for discussion, emails, meeting minutes
e.) Coordinate, implement, and record the placement of <i>I Know</i> marketing materials in multiple venues in high morbidity areas of the Second District (Targeted Community-Level Marketing; TCLM) in collaboration with community stakeholders, and local middle and high schools.	Ongoing through May 2012	f.) Marketing materials tracker recording agency conducting placement and venue information, regular reports of placements, meeting minutes

f.) Coordinate and implement a social media campaign to promote the <i>I Know</i> messages and STD home test kit in collaboration with community stakeholders and social media content developers that reflect the intended audience.	Ongoing through May 2012	h.) Meeting agendas, Facebook visitors, ad reach, ad click-throughs, test kit orders from Facebook ads
g.) Work with community stakeholders and DHSP staff on program improvement strategies based on evaluation results and community input.	Quarterly through May 2012	l.) Consultation documents and presentations
h.) Collaborate with DHSP to translate the final evaluation design into a reporting template with fixed tables and narrative sections.	Ongoing through May 2012	m.) Report template

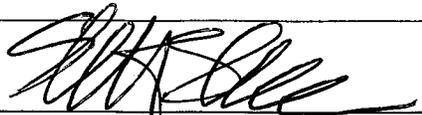
II. Contract Management:

Implementation Activities	Timeline	Evaluation/Documentation
a.) Coordinate midyear report and proposed goals and objectives as required by the CDC.	Ongoing through May 2012	a.) Completed reporting template and attachments
b.) Attend CDC CARS meetings as required.	Ongoing through May 2012	b.) Agendas, sign-in sheets, minutes, presentations
c.) Prepare scopes of work, budgets, and budget justifications for submission to USC and CDC.	Ongoing through May 2012	c.) Scopes of work, budgets, budget justifications, face pages

**SOLE SOURCE CHECKLIST
SENTIENT RESEARCH**

Check (✓)	<p align="center">JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES</p> <p><i>Identify applicable justification and provide documentation for each checked item.</i></p>
	<p>➤ Only one bona fide source for the service exists; performance and price competition are not available.</p>
	<p>➤ Quick action is required (emergency situation)</p> <p>This contractor has an existing contract with the fiscal agent. Since DHSP will be the new grantee, DPH will need to be able to continue this contract.</p>
	<p>➤ Proposals have been solicited but no satisfactory proposals were received.</p>
	<p>➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.</p>
	<p>➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.</p>
	<p>➤ It is most cost-effective to obtain services by exercising an option under an existing contract.</p>
	<p>➤ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).</p>
✓	<p>➤ Other reason. Please explain:</p> <p>The Department of Public Health (DPH) will be receiving a forthcoming sub-award agreement from the University of Southern California (USC) for the Community Approaches to Reducing Sexually Transmitted Disease (CARS) project for the period of June 1, 2012 through September 29, 2012. Effective September 30, 2012, DPH anticipates the Centers for Disease Control and Prevention CDC to issue the CARS award directly to DPH. Currently, USC has contracts with St. John Well Child and Family Center and Sentient Research to provide STD prevention services for the CARS project. In anticipation of DPH becoming the grantee of this award and to allow continuity of this project, DPH plans to enter into sole source agreements with these two providers to continue to provide STD prevention services. These key partner organizations will continue implementing required components of the CARS project. The identified sole source contractors meet specific criteria stipulated in the CDC award.</p> <p>Sentient is currently providing grant required evaluation activities for the CARS project under USC that include developing an evaluation matrix and evaluating the following program activities: case management, social marketing, expanded screening, public relations, community engagement and school level activities.</p> <p>This contractor was selected by the Principle Investigator upon initial submission for this grant. Given his experience with working with Sentient staff and their unique knowledge of the project, they were chosen to conduct the evaluation activities for</p>

CARS. Sentient staff developed the project and all evaluation activities associated with the project under the direction of the Principle Investigator. DPH will not be releasing an RFP as services are time-limited under this three year grant, and DPH wishes to continue services through Sentient.



Sheila Shima
Deputy Chief Executive Officer, CEO

01/16/12
Date

SOLE SOURCE CHECKLIST
ST. JOHN WELL CHILD AND FAMILY CENTER

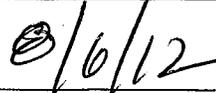
Check (✓)	JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES
	<i>Identify applicable justification and provide documentation for each checked item.</i>
	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation)
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is most cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).
✓	<p>➤ Other reason. Please explain:</p> <p>The Department of Public Health (DPH) will be receiving a forthcoming sub-award agreement from the University of Southern California (USC) for the Community Approaches to Reducing Sexually Transmitted Disease (CARS) project for the period of June 1, 2012 through September 29, 2012. Effective September 30, 2012, DPH anticipates the Centers for Disease Control and Prevention CDC to issue the CARS award directly to DPH. Currently, USC has contracts with St. John Well Child and Family Center and Sentient Research to provide STD prevention services for the CARS project. In anticipation of DPH becoming the grantee of this award and to allow continuity of this project, DPH plans to enter into sole source agreements with these two providers to continue to provide STD prevention services. These key partner organizations will continue implementing required components of the CARS project. The identified sole source contractors meet specific criteria stipulated in the CDC award.</p> <p>St. John's Well Child and Family Center is currently responsible for implementing outreach and expanded screening activities under the CARS grant through USC. Specifically, they are responsible to distribute free STD home test kits to high risk young women of color either directly or through subcontractor and provide ongoing support, training, and technical assistance to outreach staff and subcontractors. This organization is uniquely positioned to provide services due to their location in the targeted geographical area (Second District) and the Center's target population is aligned with the program's target population. Upon transfer of the CDC CARS grant to</p>

DPH, St. John's Well Child and Family Center will continue those activities through the duration of the grant which ends September 29, 2014.

St. John's Well Child and Family Center is a current contractor for this program and will need to continue services to avoid a gap in service; therefore, DPH will not be releasing a Request For Proposal and is recommending entering into a sole source agreement in order to fulfill CARS grant requirements.



Sheila Shima
Deputy Chief Executive Officer, CEO



Date

Los Angeles County Chief Administrative Office
Grant Management Statement for Grants Exceeding \$100,000

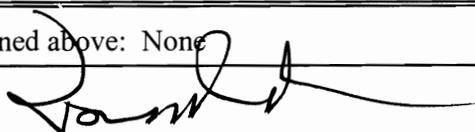
Department: Public Health – Division of HIV and STD Programs		
Grant Project Title and Description <u>“Teenage Pregnancy Prevention Program – Tier 1(KIR)”</u> The KIR project is a collaboration between USC CRO, USC, DPH DHSP, Los Angeles Unified School District (LAUSD) and the Compton Unified School District (CUSD) that will target seventh and eighth grade students attending LAUSD and CUSD middle schools that are located in areas with a high teen birth rate. The program will implement a comprehensive (“abstinence plus”), evidenced-based sex education curriculum to delay sexual initiation and reduce sexual risk among sexually experienced young adolescents within this target population.		
Funding Agency University of Southern California Clinical Research Organization	Program (Fed. Grant #State Bill or Code #) Grant Number 5TP1AH000036-02-00	Grant Acceptance Deadline Not applicable

Total Amount of Grant Funding: \$141,919	County Match Requirements:
Grant Period: Begin Date: 9/1/11	End Date: 5/31/12
Number of Personnel Hired Under this Grant: Full Time 2	Part Time 0

<u>Obligations Imposed on the County When the Grant Expires</u>	
Will all personnel hired for this program be informed this is a grant funded program?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Will all personnel hired for this program be placed on temporary "N" items?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is the County obligated to continue this program after the grant expires	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If the County is not obligated to continue this program after the grant expires, the Department will:	
a). Absorb the program cost without reducing other services	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
b). Identify other revenue sources (Describe)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Impact of additional personnel on existing space: None
Other requirements not mentioned above: None

Department Head Signature



Date

8-1-12