

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E. FREEDMAN
Chief Deputy Director

313 North Figueroa Street, Room 806
Los Angeles, California 90012
TEL (213) 240-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov

33 September 18, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER



BOARD OF SUPERVISORS

Gloria Molina
First District

Mark Ridley-Thomas
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

September 18, 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:

**APPROVAL TO ACCEPT AND EXECUTE AGREEMENT NUMBER E111-LAC-001 FROM THE
REGENTS OF THE UNIVERSITY OF CALIFORNIA, CALIFORNIA HIV/AIDS RESEARCH
PROGRAM AND FUTURE AMENDMENTS FOR THE PERIOD OF APRIL 1, 2012 THROUGH
MARCH 31, 2016
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to accept and execute a four-year agreement with The Regents of the University of California, California HIV/AIDS Research Program and future amendments to support the Pre-Exposure Prophylaxis and Testing and Linkage to Care plus Treatment for HIV Prevention Demonstration Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to accept and execute Agreement Number E111-LAC-001 (Exhibit I) from The Regents of the University of California, California HIV/AIDS Research Program (CHRP), in the total amount of \$1,446, 989 for the period of April 1, 2012 through March 31, 2016, to support the Pre-Exposure Prophylaxis (PrEP) and Testing and Linkage to Care plus Treatment (TLC+) for HIV Prevention (PATH) Demonstration Project.

2. Delegate authority to the Director of DPH, or his designee, to accept future awards and/or amendments that are consistent with the requirements of the CHRP Agreement 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 through September 30, 2016; and/or

provide an increase or decrease in funding up to 25 percent above or below the first year's base amount, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow DPH to accept funds to oversee the PATH project and implementation of a coordinated response to the local HIV/AIDS epidemic through a set of innovative, evidence-based interventions across the continuum of HIV prevention and care, targeting individuals and communities at highest risk of and affected by HIV/AIDS in Los Angeles County (County).

The PATH project will incorporate a comprehensive range of innovative interventions and program enhancements that will address HIV testing, linkage to HIV care for those who test HIV-positive, identification of HIV-positive individuals who are not in care, longer term retention in care among those initially linked, and support for antiretroviral therapy (ART) and adherence for those eligible ART and prescribed ART medications. The spectrum of services will begin with disease identification: reducing the number of people living with HIV/AIDS who are unaware of their status using targeted social network testing methods. Services will also include improved linkage to care through five Consortium providers: the University of California, Los Angeles; AIDS Project Los Angeles; the OASIS Clinic; Charles Drew University; and the Los Angeles Gay and Lesbian Center (LAGLC). Retention in care will be emphasized through two interventions: 1) utilizing social networks of HIV-positive individuals in care to identify other HIV-positive persons who are currently out-of-care; and 2) utilizing clinic-based retention navigators at the OASIS Clinic and the LAGLC to identify and re-engage HIV-positive clients who have dropped out-of-care.

Approval of Recommendation 2 will allow DPH to accept future awards and/or amendments that are consistent with the requirements of the CHRP Agreement that adjust the term of the award; 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 grant term's annual base amount. This recommended action will enable DPH to accept awards and/or amendments that adjust the project period 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.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The total amount of Agreement Number EI11-LAC-001 from CHRP is \$1,446,989 consisting of \$477,859 for the period of April 1, 2012 through March 31, 2013; \$258,109 for the period of April 1, 2013 through March 31, 2014; \$268,771 for the period of April 1, 2014 through March 31, 2015; and \$442,250 for the period of April 1, 2015 through March 31, 2016.

These funds will support personnel and operating costs. Consortia members will be funded directly

by CHRP.

Funding for this award will be included in DPH's Final Adopted Budget for fiscal year (FY) 2012-13 and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 13, 2011, CHRP released a one-time special opportunity Request for Proposals (RFP) to test and evaluate innovative approaches toward implementation of interventions intended to improve health outcomes and curb the HIV epidemic in California. This initiative focused on two prevention intervention approaches for which there is evidence of efficacy in certain settings within Los Angeles County: 1) TLC+ includes approaches to strengthening and improving HIV testing among high-risk populations, and efforts toward establishing a seamless system to link HIV positive persons to continuous and coordinated quality care and services including antiretroviral treatment; and 2) PrEP promotes engaging high-risk HIV-negative persons in use of prophylactic antiretroviral medication, prevention counseling, and other appropriate services. The intention of the RFP was to fund demonstration projects that combine both intervention approaches such that enrollees will be directed, through a triage approach, to the appropriate intervention, based on their serostatus.

On November 17, 2011, DPH submitted a proposal and on March 21, 2012 was notified by CHRP of the award, anticipated to begin on April 1, 2012. While the initial notice of intent to award included funding for Consortia members, CHRP subsequently decided to award funds directly to these agencies. On July 11, 2012, CHRP issued an award funding to DPH to oversee, coordinate, and implement the PrEP and TLC+ demonstration studies and evaluation, in collaboration with the Consortia members.

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

County Counsel has approved Exhibit I as to use. Attachment A is the Grant Management Statement for grants exceeding \$100,000.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow expansion of critical HIV prevention, care, and treatment services to men who have sex with men and male to female transgender persons of diverse racial and ethnic backgrounds to improve health outcomes for residents in Los Angeles County.

The Honorable Board of Supervisors

9/18/2012

Page 4

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jonathan E. Fielding". The signature is written in a cursive style with a large initial "J" and "F".

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

Director and Health Officer

JEF:MJP:jlw

#02360

Enclosures

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

CALIFORNIA HIV/AIDS RESEARCH PROGRAM

1. This Agreement is entered into between The Regents of the University of California, Office of The President (hereinafter called "The Regents" or "UCOP") and Los Angeles County Department of Public Health (hereinafter called "Recipient").

2. The term of this Agreement is April 1, 2012 through March 31, 2016.

3. The total amount provided through this Agreement is \$1,446,989, consisting of:

- > \$477,859 for 1 Year
- > \$258,109 for 2 Year
- > \$268,771 for 3 Year
- > \$442,250 for 4 Year.

Payments subject to Article 4 of the CHRP General Terms and Conditions

4. The Principal Investigator is: Amy Wohl.

5. Recipient agrees to comply with the terms and conditions itemized in this Agreement. In addition, the items shown with an asterisk (*) below are hereby incorporated by reference and made part of this Agreement as if attached hereto.

***Statement of Work** -- Recipient shall conduct HIV/AIDS research in accordance with its proposal entitled "LA County PATH: PrEP and TLC+ for HIV Prevention," which is incorporated herein by reference.

Approved Budget (also attached at Exhibit A.)

Forms, deliverables schedules, and Grant Administration Manual can be found at <https://proposalcentral.altum.com/>.

6. The Regents Contact Information: For all Program and Other Matters please contact Research Grants Program Office (RGPO) Contracts & Grants Unit at rgpogrants@ucop.edu or call 510-987-9386.

7. Recipient Contact Information

Program Matters: Name _____

Phone _____ Email _____

Fiscal Matters: Name _____

Phone _____ Email _____

Contractual Matters: Name _____

Phone _____ Email _____

Address to which checks should be mailed: Name _____

Address _____

Phone _____ Email _____

PLEASE INSERT RECIPIENT'S FEDERAL IDENTIFICATION NO. _____

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto:

For Los Angeles County Department of Public Health (Recipient Authorized Signature) :

Signature: _____ Title: _____

Name: _____ Date: _____

For The Regents of the University of California, Office of the President:

Signature: _____ Signature: _____

Name: Alan Moloney Name: Haggai Hisgilov**
 Title: Director - Procurement Services Title: Executive Director - Procurement Services

Date: _____ Date: _____

**Additional signature only required if total exceeds \$250,000

TERMS AND CONDITIONS

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

1. TECHNICAL DIRECTION

The performance of the work shall be under the direction of the Principal Investigator named on the Agreement signature page. See the Grant Administration Manual, which can be found at <http://www.californiaaidsresearch.org/grantees/index.html> for specific minimum percent effort and other requirements and actions requiring prior approval.

2. BUDGET AND EXPENDITURES

- A. Expenditures shall be in accordance with the approved budgets, attached hereto as Exhibit A, and the rules and regulations detailed in the Grant Administration Manual. Rebudgeting and Carry-Forward actions must be consistent with the provisions described in the Grant Administration Manual.
- B. In accordance with the Grant Administration Manual, indirect costs rates may not exceed 25% of total direct costs, excluding equipment. Recipient must use their own federally approved rate and base (or other similarly established rate) if such calculation yields an amount that is *less* than the 25% rate and base limitations.
- C. 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).
- D. Recipient shall hold all advance funds received for years 2 and 3 of this project in an interest bearing account, and return to The Regents any and all interest earned in such account within 90 days of expiration or termination of this Agreement. Checks to be mailed to:

Harvey Wong - Sr. Budget Analyst
Research Grants Program Office
University of California
300 Lakeside Dr., 6th Floor
Oakland, CA 94612
Phone: (510)287-3383
Fax: (510)587-6325
Email: Harvey.Wong@ucop.edu

3. FISCAL AND ADMINISTRATIVE STANDARDS

Allowable costs and administration shall be governed by standards as set forth in this Agreement, the Grant Administration Manual 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.)

4. PROGRAM FUNDING / PAYMENT

- A. It is mutually agreed upon by the parties that this Agreement has been written before ascertaining the availability of congressional or legislative appropriations of funds for the mutual benefit of both parties, in order to avoid program or fiscal delays that would occur if this Agreement was signed after that determination was made.

This Agreement is viable and enforceable only if sufficient funds are made available to The Regents of the University of California for the purpose of this program. Funding is contingent upon approval of the annual State Budget by the Legislature and the Governor. Should sufficient funds not be made available, The Regents will notify Recipient and proceed with the cancellation of this Agreement or modification in scope and budget, as appropriate.

- B. For a multiple-year award, 100% of the annual approved budget for all but the final period, and 80% of the budget for final year period, will be released **annually** after: 1) Execution of the Agreement; 2) Passage of the annual State Budget as described above; 3) Clearance of *all* administrative issues, including pre-award requirements for new awards, and acceptability of progress and fiscal reports; and 4) Receipt of Certificates of Insurance, as required by Article 11. For a single-year award, 80% of the approved budget will be released after the above requirements are met. For all awards, the final 20% will be paid after receipt of the final reports required by Articles 6 and 7. The final 20% will be paid after receipt of the final reports required by Articles 6 and 7. **Invoices are not required.**

5. ANIMAL/HUMAN SUBJECTS

CHRP is not requiring submission of approvals from an institutional review board (IRB) or an institutional animal care and use committee (IACUC) governing the conduct of research involving human and animal subjects as had been indicated in the application instructions. Acceptance of this award will serve as agreement by the recipient to conduct any research funded by this award involving human and animal subjects according to the standards of the appropriate review board or committee, including obtaining and renewing all required approvals for use of research subjects. No funds for work requiring IRB or IACUC approvals may be expended until such approvals have been granted by the institution or by a certified IRB, in cases where the institution does not have an internal IRB. Furthermore, during the course of the award period, expenditure of any CHRP funds pertaining to this award must cease if any required IRB or IACUC approval lapses until such time as the approval is extended or reinstated. Approvals or applications for approvals must be furnished to CHRP upon request. CHRP reserves the right to withdraw funding of this award if approvals for use of human and or animal research subjects are not obtained in a timely manner, causing unreasonable delay in the progress of the research; or if approvals cannot be obtained for whatever reason.

6. FINANCIAL ACCOUNTING, RECORDS, REPORTS

- 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.
- C. Recipient shall submit annual fiscal reports to CHRP, detailing its expenditures for the project within 90 days of each project year-end and within 90 days of expiration or termination of this Agreement. The format for the fiscal reports is described in the Grant Administration Manual. (See the Manual for revised due dates if a no cost time extension is requested and approved.)

7. SCIENTIFIC PROGRESS REPORT

If a continuing year is anticipated, two paper copies of a scientific progress report regarding the research supported hereunder shall be submitted to CHRP or a single electronic pdf (portable document format) file containing the scientific progress report shall be sent by email to rgpogrants@ucop.edu 30 days prior to the end of each program year. The format for the progress report is described in the Grant Administration Manual. Required forms are available from the CHRP web site at <http://www.californiaaidsresearch.org/grantees/index.html>.

In the final year of this Agreement, the scientific report shall be submitted to CHRP either as two paper copies or as a single electronic pdf (portable document format) file sent by email to rgpogrants@ucop.edu within 60 days after expiration or termination of this Agreement, whichever occurs first. (See the Grant Administration Manual for revised due dates if an extension is requested and approved.) Required forms are available from the CHRP web site at <http://www.californiaaidsresearch.org/grantees/index.html>.

8. PUBLICATION/DISCLAIMER

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 Regents of the University of California, California HIV/AIDS Research Program, Grant Number <insert grant number>". The opinions, findings, and conclusions herein are those of the author and not necessarily represent those of The Regents of the University of California." One reprint or electronic copy of a reprint, preferably as a pdf (portable document format) file of each publication shall be provided electronically to rgpogrants@ucop.edu.

9. 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.

Notwithstanding the above, The Regents shall have the right to an immediate termination if Recipient becomes insolvent, makes an assignment for the benefit of creditors, files or has filed against it a petition in bankruptcy or seeks reorganization, has a receiver appointed or institutes any proceedings for liquidation or winding up.

10. AMENDMENTS

Requests for No Cost Time Extensions, Carry-Forwards, Rebudgeting, and changes in Key Personnel may be approved by the CHRP Program Official upon request by Recipient as described in the Grant Administration Manual. All other amendments or modifications to this Agreement shall require execution on behalf of The Regents by the Executive Director of Procurement Services or his/her designee, and shall be by mutual consent of the parties in writing.

11. 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:

A. 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.

B. 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.

C. Workers' Compensation as required under California State law.

D. 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.

E. 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.

F. 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.

G. The coverages required under this Article shall not in any way limit the liability of the Recipient. The coverage referred to under (A) and (B) of this Article shall name "The Regents of the University of California" as Additionally 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 are an additional insured on the applicable policies. Alternatively, should Recipient have more than one CHRP award from The Regents, one certificate for all CHRP awards, with the following language, will suffice: "This coverage is for all California HIV/AIDS Research Program agreements awarded to <enter Recipient Name> by The Regents of the University of California. The certificate holder is added as an additional insured as their interests may appear."

NOTE: Payment will be withheld until Certificate(s) of Insurance has been received by The Regents.

12. 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 including those 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.

13. 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.

14. 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 in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, and Armed Forces service medal veterans, without discrimination, and the implementing rules and regulations in Title 41, parts 60-250 and 60-300 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.

15. 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.

16. 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.

17. 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 listed in Section 6 of the Agreement signature page.

**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: Epidemic Interventions Project Research Awards

The CHRP at the University of California released a one-time special opportunity Request for Proposals to test and evaluate innovative approaches toward implementation of interventions intended to improve health outcomes and curb the HIV epidemic in California. This initiative focused on two prevention intervention approaches: a) Testing and Linkage to Care plus Treatment includes approaches to strengthening and improving HIV testing among high-risk populations, and efforts toward establishing a seamless system to link HIV positive persons to continuous and coordinated quality care and services including antiretroviral treatment; and b) Pre-Exposure Prophylaxis promotes engaging high-risk HIV-negative persons in prophylactic antiretroviral medication, prevention counseling and other appropriate services.

Funding Agency:

The Regents of the University of California, California HIV/AIDS Research Program (CHRP)

Program (Fed. Grant #State Bill or Code #):

E111-LAC-001

Grant Acceptance Deadline:

Not applicable.

Total Amount of Grant Funding: \$447,859

County Match Requirements: None

Grant Period:

Begin Date: 04/01/2012

End Date: 03/31/2013

Number of Personnel Hired Under this Grant:

Full Time: 1

Part Time: 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program? Yes No

Will all personnel hired for this program be placed on temporary "N" items? Yes No

Is the County obligated to continue this program after the grant expires? Yes No

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 No

b). Identify other revenue sources? Yes No

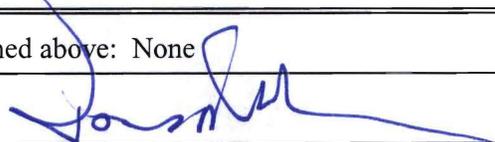
(DHSP will identify other federal sources such as Center for Disease Control and Prevention or the federal Maintenance of Effort (MOE) funds.)

c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant? Yes No

Impact of additional personnel on existing space: None

Other requirements not mentioned above: None

Department Head Signature



Date

8-17-12