



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

JONATHAN E. FREEDMAN
Chief Deputy Director

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BOARD OF SUPERVISORS

Gloria Molina
First District

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February 02, 2010

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:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

22 February 2, 2010

SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVAL TO ACCEPT A SUBAWARD AGREEMENT FROM CHARLES DREW UNIVERSITY OF MEDICINE AND SCIENCE FOR THE HIV EPIDEMIOLOGY PROGRAM (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Approval to accept a Subaward Agreement from the Charles Drew University of Medicine and Science to support the Department of Public Health's Human Immunodeficiency Virus (HIV) Epidemiology Program to conduct research for the Improving Linkages to Care of Recently Released Human Immunodeficiency Virus-Positive Inmates Project.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to accept and execute Subaward Agreement Number 09-10-TB-G0033400-LACDPH, (Exhibit I), from Charles Drew University (Drew), for DPH's Human Immunodeficiency Virus Epidemiology (HIV/EPI) Program to support research for the Improving Linkages to Care of Recently Released HIV-Positive Inmates (ILCRRHI) Project to evaluate improving linkage of HIV care for incarcerated persons newly diagnosed with HIV upon release to the community, for the period of April 1, 2009 through March 31, 2010 in the amount of \$39,398, at no net County cost (NCC).
2. Delegate authority to the Director of DPH, or his designee, to accept and execute subsequent annual awards that are consistent with the requirements of Subaward Agreement Number 09-10-TBG0033400-LACDPH from Drew for the period of April 1, 2010 through March 31, 2011 and April 1, 2011 through March 31, 2012 at an estimated amount of \$52,443 and \$39,760, respectively, subject to review and approval by County Counsel and the Chief Executive Officer (CEO) and notification to your Board.

3. Delegate authority to the Director of DPH, or his designee, to accept and execute future amendments to Subaward Agreement Number 09-10-TBG0033400-LACDPH from Drew for the period of April 1, 2009 through March 31, 2010 and the two potential future years awards, that permit the rollover of unspent funds or that increase or decrease funding up to 25 percent of each term's base award, subject to review and approval by County Counsel and the CEO and notification to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DPH's HIV/EPI Program collects, analyzes, and disseminates HIV/Acquired Immune Deficiency Syndrome (AIDS) surveillance and epidemiologic study data essential for the planning, implementation, and evaluation of programs and policies involving Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome HIV/AIDS care, prevention, education, and research in Los Angeles County (County).

Acceptance of the Subaward Agreement from Drew will allow the DPH to conduct research under the ILCRRHI Project which will include the evaluation of improved linkages to HIV care for HIV-positive inmates upon their release. The evaluation will analyze the community-based, transitional case management delivered to released inmates who are HIV positive.

Funds received from this award support the operating costs and Salary and Employee Benefits (S&EB) of four existing positions for the HIV Epidemiology Program.

Recommendations 2 and 3 allow the DPH to accept and execute amendments for future funding from Drew through FY 2011-2012, to support the ILCRRHI Project in the County.

In May 2009, DPH HIV Epidemiology Program received Agreement Number CR08-LAC431 from the Regents of the University of California, California HIV/AIDS Research Program (CHRP) in the amount of \$131,601 for three one year periods effective April 1, 2009 through March 31, 2012. However, CHRP placed extremely short time constraints (30 day turnaround time) for accepting the award on DPH and it was impossible for DPH to do so. Therefore, Charles Drew University of Medicine and Science agreed to accept the award from CHRP within their timeframe and then subcontract with DPH to do the work. Consequently Drew submitted the sub-award agreement to DPH for execution on October 23, 2009.

Implementation of Strategic Plan Goals

This action supports Goal 4, Health and Mental Health, of the County Strategic Plan, by supporting research to reduce the morbidity and mortality associated with HIV/AIDS.

FISCAL IMPACT/FINANCING

Funding for the ILCRRHI Project for the period of April 1, 2009 through March 31, 2010 is \$39,398 and is fully funded by Subaward Agreement Number 09-10-TBG0033400-LACDPH from Drew.

HIV/EPI will use the \$39,398 funds effective upon the date of Board approval through March 31,

2010. Funding is available in DPH's FY 2009-10 Final Adopted Budget and will be requested in future FYs as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In May 2009, the initial agreement from the CHRP was subcontracted with Drew to accept the award and to meet the constraints of the agreement. There were internal delays from May 2009 through October 2009 in processing the subaward from Drew to DPH HIV Epidemiology Program.

On October 24, 2009 DPH's HIV/EPI Program received a notice of a Subaward Agreement from Drew to conduct research and evaluation for the ILCRRHI Project.

Under this project, the HIV/EPI Program will evaluate a new program that links HIV-positive inmates to community-based HIV care management upon their release from County jail facilities. Ultimately, the findings from this evaluation will support improved access to HIV care for released inmates.

As a condition to receiving this award, Drew and the County each agree to defend, indemnify and hold the Regents harmless from liability arising out of either party's negligent performance under the respective Primary Award and Subaward Agreements. DPH believes that these conditions are reasonable and do not pose an unacceptable risk to the County.

Exhibit I has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

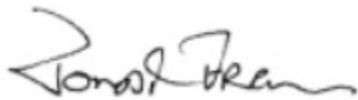
The information obtained through this project will improve the access to HIV care services for released HIV-positive inmates throughout the County.

The Honorable Board of Supervisors

2/2/2010

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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:im

BL#01136

Enclosures

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

October 2008 FDP

Research Subaward Agreement

Institution/Organization ("Prime Recipient")
 Name: Charles Drew University of Medicine & Science
 Prime Award No.: CRO8-DREW-431A
 Awarding Agency:
 California HIV/AIDS Research Program (CHRP)

Institution/Organization ("Subrecipient")
 Name: Los Angeles County Department of Public Health
 Subaward No.: 09-10-TB-G0033400-LACCF CFDA #:
 Amount Funded This Action: 36,948
 Est. Total (if incrementally funded):

Subaward Period of Performance:
 Budget Period: From: April 1, 2009 To: March 31, 2010

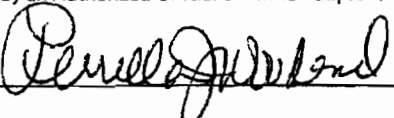
Estimated Project Period (if incrementally funded):
 From: To:

Project Title:
 Improving Linkages to Care of Recently Released HIV + Inmates

Reporting Requirements (Check here if applicable: See Attachment 4)

Terms & Conditions

- 1) Prime Recipient hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are (check one): As specified in Subrecipient's proposal dated _____; or as shown in Attachment 5. In its performance of the subaward work, Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient.
- 2) Prime Recipient shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference Prime Recipient's Subaward Number shall be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Principal Investigator Contact as shown in Attachments 3A & 3B.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to Prime Recipient's Principal Investigator Contact, as shown in Attachments 3A and 3B, NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachments 3A and 3B. Technical reports are required as shown above, "Reporting Requirements".
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachments 3A & 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.
- 8) Either party may terminate this subaward with thirty days written notice to the appropriate party's Administrative Contact as shown in Attachments 3A & 3B. Prime Recipient shall pay Subrecipient for termination costs as allowable under OMB Circular A-21 or A-122 or 45 CFR Part 74 Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals" as applicable.
- 9) No-cost extensions require the approval of the Prime Recipient. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachments 3A & 3B, not less than thirty (30) days prior to the desired effective date of the requested change.
- 10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.
- 11) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1 and 2. Subrecipient also assures that it will comply with applicable statutory and regulatory requirements specified in the Research Terms & Conditions Appendix C found at <http://www.nsf.gov/bfa/dias/policy/rtc/appc.pdf>.

By an Authorized Official of Prime Recipient

 Date: 10/23/09

By an Authorized Official of Subrecipient

 Date

Attachment 1
Research Subaward Agreement
Certifications and Assurances

By signing the Subaward Agreement, the authorized official of Subrecipient certifies, to the best of his/her knowledge and belief that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

Subrecipient assures Prime Recipient that it complies with A-133 and that it will notify Prime Recipient of completion of required audits and of any adverse findings which impact this subaward.

Attachment 3A
Research Subaward Agreement

Subaward Number:

09-10-TB-G0033400-LACDPH

Prime Recipient Contacts

Institution/Organization ("Prime Recipient")

Name: Charles Drew University of Medicine & Science

Address: 1731 E. 120th Street

City: Los Angeles

State: CA

ZipCode: 90059-3051

Administrative Contact

Name: Maria Diaz-Romero

Address: Charles Drew University of Medicine & Science

Cobb Building-Office of Sponsored Programs

1731 E. 120th Street

City: Los Angeles

State: CA

ZipCode: 90059-3051

Telephone: (323) 563-5944

Fax:

Email: mariadiazromero@cdrewu.edu

Principal Investigator

Name: Trista Bingham

Address: Charles Drew University of Medicine & Science

1731 E. 120th Street

City: Los Angeles

State: CA

ZipCode: 90059-3051

Telephone:

Fax:

Email:

Financial Contact

Name: Ron Lau

Address: Charles Drew University of Medicine & Science

Cobb Building-Office of Finance

1731 E. 120th Street

City: Los Angeles

State:

ZipCode:

Telephone: (323) 563-5820

Fax: (323) 563-1953

Email: ronlau@cdrewu.edu

Authorized Official

Name: Perrilla Johnson-Woodard

Address: Charles Drew University of Medicine & Science

1731 E. 120th Street

City: Los Angeles

State: CA

ZipCode: 90059-3051

Telephone: (323) 563-5973

Fax: (323) 563-5967

Email: perrillajohnsonwoodard@cdrewu.edu

Attachment 3B
Research Subaward Agreement

Subaward Number:
09-10-TB-G0033400-LACDPH

Subrecipient Contacts

Institution/Organization ("Subrecipient")

Name: Los Angeles County Department of Public Health
Address: 313 N. Figueroa Street
City: Los Angeles State: CA ZipCode: 90012
EIN No.: 956000927-A1 Reg. in CCR? Yes No
DUNS No.: 624882309 Congressional District: 20-35 Congressional District: 42 Congressional District:

Administrative Contact

Name: Jonathan Freedman, Chief Deputy Director
Address: Los Angeles County Department of Public Health
313 N. Figueroa Street
Room 708
City: Los Angeles State: CA ZipCode: 90005
Telephone: (213) 240-8156 Fax: (213) 480-2739
Email: jfreedman@ph.lacounty.gov

Principal Investigator

Name: Trista Bingham, MPH, PhD
Address: Los Angeles County Department of Public Health
600 S. Commonwealth Ave.
Suite 1920
City: Los Angeles State: CA ZipCode: 90005
Telephone: (213) 351-8175 Fax: (213) 487-6473
Email: tbingham@ph.lacounty.gov

Financial Contact

Name: Belinda Snguon
Address: Los Angeles County Department of Public Health
5555 Ferguson Street
Room 100-50
City: Los Angeles State: CA ZipCode: 90005
Telephone: (323) 890-7836 Fax: (323) 890-8545
Email: bsnguon@ph.lacounty.gov

Authorized Official

Name: Jonathan Freedman
Address: Los Angeles County Department of Public Health
313 N. Figueroa Street
Room 708
City: Los Angeles State: CA ZipCode: 90005
Telephone: (213) 240-8156 Fax: (213) 481-2739
Email: jfreedman@ph.lacounty.gov



OFFICE OF THE PROVOST AND EXECUTIVE VICE PRESIDENT —
ACADEMIC AND HEALTH AFFAIRS

RESEARCH ADMINISTRATION OFFICE
1111 Franklin Street, 5th Floor
Oakland, California 94607-5200
Web Site: www.ucop.edu/rao/home/
Tel: (510) 987-9839
Fax: (510) 587-6090

AGREEMENT NO. CR08-DREW-431A
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
CALIFORNIA HIV/AIDS RESEARCH PROGRAM
and
CHARLES R. DREW UNIVERSITY OF MEDICINE & SCIENCE

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

WITNESS THAT

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

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

WHEREAS, The Regents, in keeping with the outcome of a scientific peer review process and the advice of an appropriately constituted Scientific Advisory Committee, has recommended Recipient's proposal for the conduct of CHRP research; and

WHEREAS, the Vice President for Research and Graduate Studies, acting on the recommendation of the Scientific Advisory Committee has approved Recipient's proposal for conducting CHRP research,

NOW THEREFORE, the parties mutually agree as follows:

1. STATEMENT OF WORK

Recipient shall conduct CHRP research in accordance with its proposal entitled Improving Linkages to Care of Recently Released HIV+ Inmates, which is incorporated herein by reference.

2. PERIOD OF PERFORMANCE

This Agreement shall be in effect from 4/1/2009 through 3/31/2010.

3. TECHNICAL DIRECTION

The performance of the work shall be under the direction of the Principal Investigator, Trista Bingham. See the Special Research Programs Grant Administration Manual, which can be found at http://chrp.ucop.edu/grantees/gam_2007_2009.pdf, for specific minimum percent effort and other requirements and actions requiring prior approval.

4. BUDGET AND EXPENDITURES

- A. The total amount of funds made available and reimbursable to Recipient under this Agreement for the period starting April 1, 2009 through March 31, 2010 shall not exceed \$39,398. Expenditures shall be in accordance with the approved budgets, attached hereto as Exhibit A, and the rules and regulations detailed in the Special Research Programs Grant Administration Manual.

- B. It is anticipated that the following amounts will be made available and reimbursable to Recipient under this Agreement, not to exceed \$52,443 for the second year (4/1/2010 – 3/31/2011) and \$39,760 for the third year (4/1/2011 – 3/31/2012).
- C. In accordance with the Special Research Programs Grant Administration Manual, indirect costs are reimbursable for 25% of total direct costs, excluding equipment, or at the federally approved rate and base for Recipient institution (or other similarly established rate), whichever is less.
- D. It is not permissible to reallocate funds from direct costs to cover any increases to the indirect cost rates approved by CHRP at the outset of an award. Any savings generated by reductions in Recipient's institutional rates (in those cases where Recipient's rate is less than 25%), or by rebudgeting items from an overhead bearing category to a non-overhead bearing category, shall be returned to CHRP. Recipient shall annually provide to CHRP a copy of Recipient's current, federally approved indirect cost rate agreement (or appropriate documentation of an alternative rate if Recipient does not have a federal agreement).

5. FISCAL AND ADMINISTRATIVE STANDARDS

Allowable costs and administration shall be governed by standards as set forth in this Agreement, the Special Research Programs Grant Administration Manual found on the internet at http://chrp.ucop.edu/grantees/gam_2007_2009.pdf, and Office of Management and Budget Circulars Nos. A-21 or A-122 as applicable, and A-110, in that order of precedence. (Note: Although funds used to support this Agreement are *non-federal*, reference to the OMB Circulars is included here to take advantage of established institutional practices and procedures.)

6. PAYMENT AND INVOICING

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

In subsequent project periods, unilateral amendments to this Agreement will be issued by The Regents once funds are appropriated by the California State Legislature from subsequent State budgets. Upon clearance of the contingencies listed below and issuance of the continuation amendment, 80% of the funding for the third project period will be released. The remaining 20% will be paid after receipt of the final reports required by Articles 8 and 9. Invoices are not required at any stage.

Payments are contingent upon:

- Appropriation and availability of funds provided by the California State Legislature
- Execution of this Agreement by both parties. (Once, at initiation of this award.)
- Issuance by The Regents of unilateral amendments to obligate subsequent year funding. (With each subsequent project period.)
- Clearance of all administrative issues, including pre-award requirements for new awards, and acceptability of progress and fiscal reports (Annually).
- Receipt of all required reports (Scientific Progress reports as described in Article 9 for continuing awards; Fiscal and Scientific Progress reports as described in s 8 and 9 for release of the final 20% of an expiring or terminating award.)

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

7. 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.

8. 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 Special Research Programs Grant Administration Manual. (See the Special Research Programs Grant Administration Manual for revised due dates if an extension is requested and approved.)

9. 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 chrp@ucop.edu 30 days prior to the end of each program year. The format for the progress report is described in the Special Research Programs Grant Administration Manual. Required forms are available from the CHRP web site (<http://chrp.ucop.edu/grantees/>)

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 chrp@ucop.edu within 60 days after expiration or termination of this Agreement, whichever occurs first. (See the Special Research Programs Grant Administration Manual for revised due dates if an extension is requested and approved.) Required forms are available from the CHRP web site (<http://chrp.ucop.edu/grantees/>)

10. 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 California HIV/AIDS Research Program, Grant Number CR08-DREW-431A. 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 to the CHRP, chrp@ucop.edu, electronically.

11. 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.

12. 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 Special Research Programs Grant Administration Manual. All other amendments or modifications to this Agreement shall require execution on behalf of The Regents by the Director of Strategic Sourcing and shall be by mutual consent of the parties in writing.

13. 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:

(i) Each Occurrence	\$1,000,000
(ii) Products/Completed Operations Aggregate	\$3,000,000
(iii) Personal and Advertising Injury	\$1,000,000
(iv) 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.

H. 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.

14. 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.

15. 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.

16. AFFIRMATIVE ACTION/NON-DISCRIMINATION

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

17. 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.

18. 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.

19. PROJECT PERSONNEL AND OTHER INFORMATION

THE REGENTS

Program and Fiscal Matters:

Roy McCandless, DrPH, (510) 287-3359
Roy.McCandless@ucop.edu
California HIV/AIDS Research Program
Office of Health Affairs
Office of the President
University of California
300 Lakeside Drive, 6th Floor
Oakland, CA 94612-3550

Contractual Matters:

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

RECIPIENT

Program Matters:

Name Trista Bingham
Title Adjunct Instructor - COSH
Address 1731 E. 120th Street
Los Angeles, CA 90059
Phone (323) 563-5890

Fiscal Matters:

Name _____
Title _____
Address 1731 E. 120th Street
Los Angeles, CA 90059
Phone (323) 563-5820

Contractual Matters:

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

Address to which checks should be mailed if different from above Fiscal Matters address:

Name Office of Finance
Title _____
Address 1731 E. 120th Street
Los Angeles, CA 90059
Phone (323) 563-5820

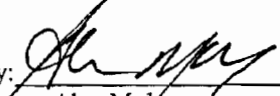
PLEASE INSERT RECIPIENT'S FEDERAL IDENTIFICATION
NO. 1956151774A1

20. NOTICES

Whenever any notice, including changes to Recipient's legal name or contact information, is to be given under this Agreement by Recipient, it shall be in writing and provided to The Regents' contact for Program and Fiscal Matters and to The Regents' contact for Contractual Matters listed in Article 19, above.

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

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

By: 
Name: Alan Mooney
Title: Director, Strategic Sourcing
Date: 6-12-09

By: _____
Name: Haggai Hisgilov
Title: Executive Director, Strategic Sourcing
Date:
*Required if Award amount exceeds \$250,000

CHARLES R. DREW UNIVERSITY OF MEDICINE & SCIENCE:

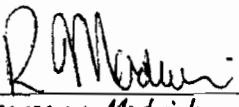
By: 
Name: Rosemary Madrick
Title: Director - Grants, Contract & Compliance
Date: June 10, 2009

Exhibit A
University of California
California HIV/AIDS Research Program

Award Notice

Principal Investigator: Trista A. Bingham Award #: CR08-DREW-431A
Institution: **Charles R. Drew University of Medicine & Science**
Project Title: Improving Linkages to Care of Recently Released HIV+ Inmates

This award notice for period: April 1, 2009 - March 31, 2010

Approved Budget:

Personnel (Salaries, Wages, Benefits)	\$0
Consultant/Contract	\$36,948
Supplies and Expenses	\$0
Equipment	\$0
Travel - Annual Meeting	\$0
Travel - Project-Related	\$0
Travel - Scientific Meetings	\$0
Indirect Costs	<u>\$2,450</u>
TOTAL:	\$39,398

Anticipated award for FY 2010-2011 \$52,443; FY 2011-2012 \$39,760;

Obligations:

1. Inform CHRP if you receive funds for related research from any other source
2. Conduct research involving human and animal subjects according to the standards of the appropriate review board or committee (i.e. Institutional Review Board or Institutional Animal Care and Use Committee). No funds for work requiring IRB or IACUC approvals may be expended until such approvals have been obtained. Approvals or applications for approvals must be furnished to CHRP upon request.
3. Submission of Annual Progress and Fiscal Reports on or before the due date.
4. Management of grant according to CHRP Policies and Procedures.

Refer to the U.C. Special Research Programs Grant Administration Manual online at http://chrp.ucop.edu/grantees/gam_2007_2009.pdf for specific policies governing the administration of this award. Reporting forms for Progress Reports and requests are available online at <http://chrp.ucop.edu/grantees/index.html>. Pre-filled reporting forms for Fiscal Reports are sent by email 30 days prior to the due date. Direct any questions to the California HIV/AIDS Research Program Office, 300 Lakeside Drive, 6th Floor, Oakland, CA 94612-3550, Phone (510) 987-9855.



George Lemp
Director, California HIV/AIDS Research Program

cc: Principal Investigator

6/10/2009