

Subaward Agreement **30716**



Institution/Organization ("UNIVERSITY") Name: California State University, Long Beach Foundation Address: 6300 E State University Dr, Suite 332 Long Beach, CA 90815	Institution/Organization ("COLLABORATOR") Name: Long Beach Department of Health and Human Services Address: 2525 Grand Avenue Long Beach, CA 90815 EIN No.: Subaward No. 07-338307A CFDA No. 93.779
Awarding Agency DHHS	Subaward Period of Performance 3/1/08 – 8/31/08
Subaward Period of Performance 3/1/08 – 8/31/08	Amount Funded this Action \$13,121
Est. Total (if incrementally funded)	

Project Title
Protect Your Family: Get Tested

- Reporting Requirements [Check here if applicable: See Attachment 4]


Terms and Conditions

- 1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are as shown in Attachment 4. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of University.
- 2) University shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator'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 University's subaward number shall be returned to Collaborator.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to University's Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator'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 Collaborator.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 3. 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 Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- 8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. University shall pay Collaborator for termination costs as allowable under OMB Circular A-21 or A-122, as applicable.
- 9) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty 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 Collaborator makes the certifications and assurances shown in Attachments 1 and 2.

By an Authorized Official of UNIVERSITY:  Denise Bell Date: 4/1/08	By an Authorized Official of COLLABORATOR:  Assistant City Manager Date: 7-1-08
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APPROVED AS TO FORM

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

June 23, 2008
 ROBERT E. SHANNON, City Attorney
 By 
 LINDA TRANG
 DEPUTY CITY ATTORNEY

**Attachment 1
Subaward Agreement**

By signing the Subaward Agreement, the authorized official of COLLABORATOR 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 COLLABORATOR, 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, COLLABORATOR shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the University.
- 3) COLLABORATOR 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 Collaborators 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 that \$10,000 and not more that \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

COLLABORATOR 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

COLLABORATOR assures University that it complies with A-133 and that it will notify UNIVERSITY of completion of required audits and of any adverse findings, which impact this subaward.

Liability Insurance

COLLABORATOR assures UNIVERSITY that it maintains the following insurance coverage: Workers' compensation; employers' liability; and comprehensive general liability (including automobile liability), with a minimum of \$1,000,000 per occurrence; \$2,000,000 aggregate.

When requested by the UNIVERSITY, the COLLABORATOR shall furnish to the UNIVERSITY a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The Subaward Number shall be cited on the certificate of insurance.

Audit

COLLABORATOR assures UNIVERSITY that records related to this subaward will be maintained for possible audit for a minimum of three (3) years after the subaward end date.

**Attachment 2
Subaward DHHS Terms**

Agency-Specific Certifications/Assurances

1. The following assurances/certifications are made and verified by Collaborator's Authorized Official on the face page of this Subaward. Descriptions of individual assurances/certifications are provided in Section III of the PHS 398. 1) Human Subjects; 2) Research Using Human Embryonic Stem Cells; 3) Research on Transplantation of Human Fetal Tissue; 4) Women and Minority Inclusion Policy; 5) Inclusion of Children Policy; 6) Vertebrate Animals; 7) Debarment and Suspension; 8) Drug-Free Workplace; 9) Lobbying; 10) Non-Delinquency on Federal Debt; 11) Research Misconduct; 12) Civil Rights (Form HHS 441 or HHS 690); 13) Handicapped Individuals (Form HHS 641 or HHS 690); 14) Sex Discrimination (Form HHS 639-A or HHS 690); 15) Age Discrimination (Form HHS 680 or HHS 690); 16) Recombinant DNA and Human Gene Transfer Research; 17) Financial Conflict of Interest.

General terms and conditions:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this Subaward to the extent those restrictions are pertinent.
2. 45 CFR Part 74 or 45 CFR Part 92 as applicable. [This is the CFR governing NIH.]
3. The NIH Grants Policy Statement, including addenda, in effect as of the beginning date of the period of performance and found at <http://grants.nih.gov/grants/policy/policy.htm>, except for the payment mechanism and final reporting requirements are replaced with Reporting Requirements and Terms and Conditions on the front page of this agreement. This Subaward does not fall under NIH expanded authorities.
4. Any prior approvals are to be sought from the University and not the Federal Awarding Agency.
5. Collaborator assures, by signing this Subaward, that all Collaborator's personnel who are responsible for the design and conduct of projects involving human research participants have successfully completed their institutional training in accordance with the NIH Guide, Notice OD-00-039.
6. Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or Collaborator cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the Collaborator upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in the NIH Grants Policy Statement.

Special terms and conditions:

1. Copyrights

Collaborator grants to University an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet Foundation's obligations to the Federal Government under its Prime Award.

2. Data Rights

Collaborator grants to University the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet Foundation's obligations to the Federal Government under its Prime Award.

**Attachment 3
Subaward Agreement**

University Contacts	Collaborator Contacts
<p><u>Administrative Contact</u></p> <p>Name: Brent Meredith Grants & Contracts Administrator</p> <p>Address: CSULB Foundation 6300 State University Drive, Suite 332 Long Beach, CA 90815</p> <p>Telephone: (562) 985-2706 Fax: (562) 985-7951 Email: bmeredith@csulb.edu</p>	<p><u>Administrative Contact</u></p> <p>Name: Theresa Marino, Public Health Bureau Manager</p> <p>Address: 2525 Grand Avenue Long Beach, CA 90815</p> <p>Telephone: (562) 570-4011 Fax: (562) 570-4049 Email: Theresa_Marino@longbeach.gov</p>
<p><u>Principal Investigator</u></p> <p>Name: Britt Rios-Ellis, Ph.D.</p> <p>Address: CSU Long Beach Health Science 1250 Bellflower Blvd Long Beach, CA 90840</p> <p>Telephone: (562) 985-4127 Fax: (562) 985-7951 Email: bellis@csulb.edu</p>	<p><u>Project Director</u></p> <p>Name: Terri Nikoletich Maternal Child & Adolescent Health Director</p> <p>Address: 2525 Grand Avenue Long Beach, CA 90815</p> <p>Telephone: (562) 570-4011 Fax: (562) 570-4039 Email: Teresa_Nikoletich@longbeach.gov</p>
<p><u>Financial Contact</u></p> <p>Name: Brent Meredith Grants & Contracts Administrator</p> <p>Address: CSULB Foundation 6300 State University Drive, Suite 332 Long Beach, CA 90815</p> <p>Telephone: (562) 985-2706 Fax: (562) 985-7951 Email: bmeredith@csulb.edu</p>	<p><u>Financial Contact</u></p> <p>Name: Nani Blyleven Administrative Analyst</p> <p>Address: 2525 Grand Avenue Long Beach, CA 90815</p> <p>Telephone: (562) 570-4231 Fax: (562) 570-4295 Email: Nani_Blyleven@longbeach.gov</p>
<p><u>Authorized Official</u></p> <p>Name: Denise Bell Director – Grants, Contracts & Foundation Programs</p> <p>Address: CSULB Foundation 6300 State University Drive, Suite 332 Long Beach, CA 90814</p> <p>Telephone: (562) 985-7639 Fax: (562) 985-7951 Email: dbell@csulb.edu</p>	<p><u>Authorized Official</u></p> <p>Name: Michael Johnson Manager Support Services</p> <p>Address: 2525 Grand Avenue Long Beach, CA 90815</p> <p>Telephone: (562) 570-4012 Fax: (562) 570-4049 Email:</p>

Attachment 4
Scope of Work
Long Beach Department of Health & Human Services

TYPE OF SERVICE TO BE RENDERED:

- The Long Beach Department of Health and Human Services (LBDHHS) will provide project leadership and collaboration through the participation of one (1) lead promoter/a (health educator), and four (4) assistant promotores throughout the duration of the project Months 1 through 12;
- The LBDHHS designated staff will work with Project Coordinator at NCLR/CSULB Center to arrange all project related logistics, facilitate communication, data collection, and assure timely completion of all project related activities;
- The LBDHHS lead promoter/a will attend project related meetings, engage in training for outreach and the use of the education kit, and other project related activities as needed;
- LBDHHS staff will assist NCLR/CSULB staff in the recruitment of 12-15 focus group participants for formative focus groups, will assist staff in focus group logistics, and provide a meeting space for the group during Project Months 5 through 7;
- The LBDHHS project staff will provide feedback on development of the HIV/AIDS Prevention Kit and curriculum during Months 7 through 8;
- LBDHHS promotores team will recruit 200 to 225 potential participants ages 14 and older to participate in educational guided conversations (charlas). English and Spanish charlas to be held separately depending on the language preference of participants. Charlas will include no more than 20 participants. Promotores will recruit, schedule, screen for eligibility and arrange meeting space and confirm attendance. At the time of the charlas promotores will re-screen for eligibility, sign in participants, ensure that all consents and other documents are completed and provide light refreshments during Project Months 9 through 12;
- The LBDHHS lead promoter/a will ensure timely submittal of all project documents to NCLR/CSULB Center staff, and will maintain consistent and frequent communication with staff to ameliorate any issues that might arise;
- The LBDHHS promotores will be responsible for the distribution and tracking of all participant stipends, and will report to NCLR/CSULB Center staff throughout the project;
- The LBDHHS promotores will be responsible for distributing and tracking HIV testing referral cards, and will report these numbers and other information to NCLR/CSULB Center for evaluation purposes;
- The LBDHHS promotores will promote and distribute reminder cards for one month follow up phone interviews with charla participants and will track all communication and report to NCLR/CSULB Center staff during Months 10 through 12;
- The LBDHHS promotores will assist NCLR/CSULB staff at the 2008 NCLR Conference taking place July 2008.

Attachment 4
Budget

LBDHHS Budget for 3/1/08 - 8/31/08

Staff Salaries	Hours/%FTE	Salary	Fringe	Total
Project Coordinator - Gwen Manning	0.15 FTE	4,323	2,381	6,704
Promotoras:				
Gilma Campos	38	475.00		475
Elizabeth Chinchilla	38	475		475
Teresa Palacios	38	659	422	1,081
Damaris Campos	38	632	414	1,046
Total Staff Salaries		6,564		
Fringe Benefits			3,217	
Total Staff & Fringe Benefits				9,781
Other Expenses				
Printing				\$84
Refreshments for class sessions				\$400
Travel/training				\$1,000
Information Services (computer)				\$188
Office Supplies				\$100
Total Other Expenses				\$1,772
Indirect Costs (Liability Insurance, Payroll processing etc.)				1,568
Total Budget				13,121