

Subaward Agreement 31074

Institution/Organization ("UNIVERSITY")		Institution/Organization ("COLLABORATOR")	
Name: California State University, Long Beach Foundation	Name: Long Beach Department of Health and Human Services	Address: 2525 Grand Avenue Long Beach, CA 90815	
Address: 6300 E State University Dr, Suite 332 Long Beach, CA 90815	EIN No.:	Subaward No. 07-338308A	
Prime Award No.	Awarding Agency DHHS		
Subaward Period of Performance 9/1/2008 – 8/31/2009	CFDA No. 93.779	Amount Funded this Action \$11,895	Est. Total (if incrementally funded)
Project Title Protect Your Family: Get Tested			
Reporting Requirements [Check here if applicable: <input type="checkbox"/> 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 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	By an Authorized Official of COLLABORATOR: Assistant City Manager
2-13-09 Date	3-12-09 Date

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER
 APPROVED AS TO FORM

 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 Subagreement Number shall be cited on the certificate of insurance.

Audit

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

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<p><u>Administrative Contact</u></p> <p>Name: Tina Mow Grants & Contracts Administrator Address: CSULB Foundation 6300 State University Drive, Suite 332 Long Beach, CA 90815 Telephone: (562) 985-2009 Fax: (562) 985-7951 Email: tmow@csulb.edu</p>	<p><u>Administrative Contact</u></p> <p>Name: Theresa Marino, Public Health Bureau Manager Address: 2525 Grand Avenue Long Beach, CA 90815 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 Address: CSU Long Beach Health Science 1250 Bellflower Blvd Long Beach, CA 90840 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 Address: 2525 Grand Avenue. Long Beach, CA 90815 Telephone: (562) 570-4011 Fax: (562) 570-4039 Email: Teresa_Nikoletich@longbeach.gov</p>
<p><u>Financial Contact</u></p> <p>Name: Tina Mow Grants & Contracts Administrator Address: CSULB Foundation 6300 State University Drive, Suite 332 Long Beach, CA 90815 Telephone: (562) 985-2009 Fax: (562) 985-7951 Email: tmow@csulb.edu</p>	<p><u>Financial Contact</u></p> <p>Name: Nani Blyleven Administrative Analyst Address: 2525 Grand Avenue Long Beach, CA 90815 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 Address: CSULB Foundation 6300 State University Drive, Suite 332 Long Beach, CA 90814 Telephone: (562) 985-7639 Fax: (562) 985-7951 Email: dbell2@csulb.edu</p>	<p><u>Authorized Official</u></p> <p>Name: Michael Johnson Manager, Support Services Address: 2525 Grand Avenue Long Beach, CA 90815 Telephone: (562) 570-4231 Fax: (562) 570-4295 Email:</p>

(ATTACHMENT 4)

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 promotora (health educator), and four (4) assistant promotores throughout the duration of the second year of the project Months 13 through 24;
- 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 designated staff will attend a one day promotores educational session training, as designated on project timeline Month 14;
- The LBDHHS designated staff attend project related meetings, as designated on project timeline Months 16, 19, and 22;
- The LBDHHS designated staff will recruit, schedule, and screen potential participants for eligibility and arrange meeting space for all educational sessions. LBDHHS designated staff will implement two hour educational sessions beginning Month 15 and continue implementation to reach out to more than 200 participants ages 14 and older until Month 20. English and Spanish educational sessions are to be held separately depending on the language preference of participants.
- The LBDHHS designated staff will conduct data collection at all educational sessions and will ensure that all consents and other documents are completed properly. LBDHHS designated staff will ensure timely monthly 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 starting Month 16 through Month 21;
- The LBDHHS designated staff will provide feedback on the educational curriculum after completing the educational sessions with at least 25 participants Month 15 through Month 16;
- The LBDHHS designated staff 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 designated staff 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 designated staff will promote and distribute reminder cards for one month follow up phone interviews with charla participants Months 15 through 20;
- The LBDHHS designated staff will participate in a promotores focus group to discuss project findings Month 21;
- The LBDHHS designated staff and other administrative staff will assist the NCLR/CSULB staff with the recruitment and implementation of one regional training for local community based organizations Month 21 through 22;
- The LBDHHS designated staff will provide input for final reporting Month 23 through 24.

(Attachment 4 - Budget)

**Protégé tu Familia: Hazte la Prueba
CSULB HIV OUTREACH SUB AWARD
LBDHHS Budget for 9/1/08 - 8/31/09
HE0358 HEMCHV 09**

Personnel	Hourly Rate	Hours	Total
Project Coordinator - PHA III YSL	31.29	258	8,073
Promotora: Comm Wkr -T. Palacios	18.35	48	881
Promotora: PHA II - D. Campos	18.54	84	1,557
Promotora: HE II - R. Rivas	24.56	84	2,063
			<hr/>
Staff Salaries			12,574
Benefits @ 57.1%			7,180
Total personnel:			\$ 19,753
Subcontractor			
Promotora: Melissa Cesena	9.00	84	756
Total subcontracts:			\$ 756
Total staff & Promotores:			\$ 20,509
Other Expenses:			
Printing			140
Refreshments for class sessions			1,000
Office Supplies			200
Total Other Expenses			1,340
Indirect Costs 16.03%			3,166
Total Budget			\$ 25,016

* This budget includes both year 1 & year 2 awards. The total awarded for Year 1 was \$13,121, and Year 2 is \$11,895. Charges were not incurred during the first year, so the Year 1 agreement has been extended.

LBDHHS Budget Justification for Protégé tu Familia: Hazte la Prueba

Personnel

Project Coordinator - PHA III YSL

Will be the primary contact and resource for the NCLR-CSULB staff, as well as the promotores. Will facilitate the logistics and scheduling of the educational sessions, and will submit project-related data and reports to the NCLR-CSULB coordinator. Yolanda Salomon-Lopez, 6 hours per week (15%) x 10 months, beginning 12/01/08.

Promotora: Comm Wkr -T. Palacios

Teresa Palacios, Community Worker, 48 hours (8 hours per month X 6 months) at \$18.35 per hour. Will recruit participants for the charlas.

Promotora: PHA II - D. Campos

Damaris Campos, Public Health Associate II, 84 hours (12 hours per month X 6 months, plus 4 hours of focus group participation, plus 8 hours of training) at \$18.54 per hour. Will recruit participants and conduct charlas.

Promotora: HE II - R. Rivas

Rosario Rivas, Health Educator, 84 hours (12 hours per month X 6 months, plus 4 hours of focus group participation, plus 8 hours of training) at \$24.56 per hour. Will recruit participants and conduct charlas.

Subcontractor

Promotora: Melissa Cesena

Melissa Cesena, Promotora, 84 hours (12 hours per month X 6 months, plus 4 hours of focus group participation, plus 8 hours of training) at \$13.50 per hour. Will recruit participants and conduct charlas.

Other Expenses:

Printing

7 pages/participant X 200 participants = 1400 pages at \$.10/page = \$140.

Refreshments for class sessions

\$5 per participant X 200 participants = \$1,000.

Office Supplies

General office supplies - \$200

Indirect Costs 16.03%

Based on the OMB-A87, 16.03% of personnel costs.