

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

211



FROM: Community Health Agency, Department of Animal Services

SUBMITTAL DATE:
February 23, 2010

SUBJECT: Ratify the Subcontract (No. 2052-1) between the County of Riverside Community Health Agency - Department of Animal Services and Western University of Health Sciences for the Avian Flu Project

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Subcontract (No. 2052-1) between Western University of Health Sciences and the County of Riverside for the performance period of August 1, 2009, through April 30, 2010, for the amount of \$14,250; and,
- 2) Authorize the Chairperson to execute three (3) original copies of the agreement on behalf of the County of Riverside.

BACKGROUND: The Western University of Health Science (WU), a non-profit organization, shall receive grant funding from the Department of Agriculture for the Avian Influenza Education for Families with Backyard Poultry Project. WU would like to subcontract with the Department of Animal Services (DAS) to deliver the educational sessions of the program to the public. The educational sessions of the program consist of teaching the proper husbandry practices, and the handling and disposal of birds, to the public in both English and Spanish throughout the County of Riverside.


PG:nd (Continued)


 Robert Miller, Director for Department of Animal Services

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 14,250	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: 100% funded by Western University of Health Sciences	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

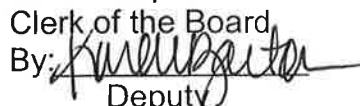
APPROVE

 Debra Courmoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

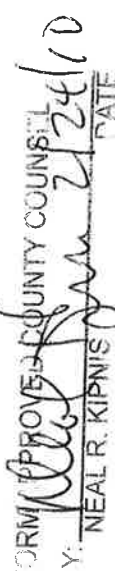
Ayes: Buster, Stone, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: March 16, 2010
 xc: CHA/Animal Svcs.

Kecia Harper-Ihem
 Clerk of the Board
 By: 
 Deputy

Prev. Agn. Ref.: | District: 1, 2 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.15

FORM APPROVED COUNTY COUNCIL
 BY: 
 NEAL R. KIPNIS
 DATE: 2/24/10
 Departmental Concurrence

Dep't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

BACKGROUND: (Continued)

DAS will work with our Community Partners throughout the County of Riverside to publicize these events in order to educate the public about how to reduce the spread of Avian Influenza.

PERSONNEL/FINANCIAL IMPACT:

The Department of Animal Services currently employs the staff that will be needed for the project and will invoice Western University for any reimbursements to the County of Riverside, up to \$14,250, to offset the staff time. Western University will supply all the materials for the educational sessions.

SUBCONTRACT No. 2052-1
BETWEEN
WESTERN UNIVERSITY OF HEALTH SCIENCES
AND
COUNTY OF RIVERSIDE COMMUNITY HEALTH AGENCY -
DEPARTMENT OF ANIMAL SERVICES

This agreement is entered into August 1, 2009 between Western University of Health Sciences (**WESTERN UNIVERSITY**) a "not for profit" organization located at 309 E. Second St./College Plaza, Pomona, California, a center of medical education, training, and practice engaged in the pursuit of excellence, and and the County of Riverside Community Health Agency – Department of Animal Services (herein after referred to as "Subcontractor") for the delivery of services identified as defined in Article 1A, STATEMENT OF WORK, and in accordance with the terms and conditions set forth herein.

This subcontract is awarded under the authority of Prime Contract issued by *the University of Maryland, under the authorization of the USDA.*

SUBCONTRACT SCHEDULE
ARTICLE 1
PERFORMANCE AND DELIVERY

A. STATEMENT OF WORK

The statement of work to be performed under this subcontract is described in Exhibit A.

B. KEY PERSONNEL

The key personnel representing the University and the Subcontractor shall be as follows:

Project Director for Western University: Ellen Collisson, Ph.D.

Main Contact for Subcontractor: Lori Neddermann

Community Programs Chief

Veterinary Services, Department of Animal Services

County of Riverside Community Health Agency

In the event a change in Main Contact is necessary, the University will be notified as soon as feasible, and in no event later than thirty (30) days after the Subcontractor reasonably knows the change is necessary.

C. PERIOD OF PERFORMANCE

The period of performance of this subcontract shall be from August 1, 2009, through April 30, 2010, unless earlier terminated as set forth in Article 2B.

D. TOTAL COST

MAR 16 2010 3.15

The cost to the University for this subcontract shall not exceed fourteen thousand, two hundred fifty dollars (\$14,250) for this period of performance.

ARTICLE 2 COST, PAYMENT AND BILLING

A. ALLOWABLE COSTS AND FEES

Allowable costs and fees eligible for reimbursement to the Subcontractor for performance of this subcontract shall be determined in accordance with the budget attached hereto and incorporated herein as Exhibit A, and this subcontract. However, the total payments to Subcontractor shall not exceed the amounts actually received by Western University under the prime contract with respect to the work performed by Subcontractor.

B. PAYMENT

The Subcontractor will submit an invoice to Western University for payment on a milestone basis as set forth in Exhibit A. Western University agrees to pay the Subcontractor within 30 days after receipt of invoice. Western University shall not pay any invoice where total payments would result in a cumulative payment in excess of the limitations imposed by Article 1D or where rates used to determine costs vary from those (if shown) in Article 2A. Should the total cost be reached, as set forth in Article 1D, prior to the end of the designated period of performance, Subcontractor shall stop performance under this contract until such time when contract is amended or terminated in its entirety.

Western University, at its option, may elect to pay any invoice in accordance with Article 2A if the invoice is at variance with the article or may return the invoice unpaid to the Subcontractor for correction and re-submittal.

All payments made are provisional, subject to acceptance (Article 6A), post-audit, and adjustment.

C. BILLING

Invoices shall be submitted as follows:

1. Signed original.
2. Referencing the subcontract number and numerical sequence of the invoice.
3. Addressed to: Western University of Health Sciences
309 E. 2nd Street
Pomona, CA 91766
Attn: Nancy Riker,
Director, Post-Award and Grant Accounting
Fund No.: 2051-1397

ARTICLE 3
PUBLICATIONS, COPYRIGHTS AND RIGHTS TO DATA

Western University's Project Director shall be responsible for publication of any research report, abstract, poster, presentation, manuscript or other publication resulting from work performed on this agreement. Decisions about authorship on all publications resulting from work under the prime award and this agreement shall be made by Western University's Project Director and Subcontractor's Main Contact, prior to any such publication. Two reprints of publications resulting from work performed in whole or in part under this agreement shall be submitted to Subcontractor's Main Contact. Subcontractor will be given an opportunity to review any research reports or other publications resulting from work performed on this agreement.

Except as otherwise provided in the conditions of the prime award, when publications or similar materials are developed from work supported in whole or in part by this agreement, the author is free to arrange for copyright without approval. A copy of such material shall be provided to Subcontractor.

Western University shall have the right to publish, disclose, disseminate and use, in whole or in part, any data and information received or developed under this agreement.

ARTICLE 4
ADVERTISING AND PUBLICITY

Neither the Subcontractor nor Western University will use the name of the other, either expressly or by implication, in any news, publicity release, or other fashion without the express written approval of the other party of this agreement.

ARTICLE 5
ACKNOWLEDGMENT

An acknowledgment of Western University and prime contract support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, in the following terms:

"The project is funded through a contract with USDA, University of Maryland and Western University of Health Sciences".

ARTICLE 6
ACCEPTANCE AND REPORTS

A. INSPECTION AND ACCEPTANCE

All work performed under this subcontract is subject to inspection and acceptance by Western University or its authorized representative.

B. TECHNICAL REPORTS AND DOCUMENTS

Any reports required by this subcontract shall be due within thirty (30) days of the date of formal request.

Inspection and acceptance for all reports and documents called for under this subcontract shall be at the following address:

Western University of Health Sciences
309 E. 2nd Street
Pomona, CA 91766
Attn: Ellen Collisson, Ph.D., College of Veterinary Medicine

ARTICLE 7
SPECIAL PROVISIONS

A. AUDIT

Access to Financial Records: Financial records, supporting documents, and all other records pertinent to this agreement shall be retained for a period of four (4) years from the date of termination of this agreement. Records that are the subject matter of audits, appeals, litigation, or the settlement of claims arising out of the performance of this agreement shall be retained until such audits, appeals, litigation, or claims have been resolved. Unless court actions or audit proceedings have been initiated, Subcontractor may substitute copies made by microfilming, photocopying or similar methods for the original records.

Access to Research Records: Records of all research materials will be accessible to appropriate representatives of Subcontractor, Western University, Sponsor, US FDA, US DHHS, and other government offices as allowed by law.

B. ASSIGNMENT

This subcontract may not be assigned in whole or in part without the prior written consent of Western University.

C. TERMINATION

This subcontract may be terminated by either party upon thirty (30) days written notice to the other party, except that the termination of the Prime Contract concurrently terminates this subcontract with the same date. Upon termination of this subcontract, Subcontractor's sole recourse against Western University is limited to compensation for services performed prior to termination.

D. INDEMNIFICATION

Subcontractor shall indemnify, defend, and hold harmless University, its governing board, officers, faculty, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by Subcontractor or any of its officers, agents or employees, which may occur during or which may arise out of the performance of this Agreement.

Western University shall indemnify, defend, and hold harmless Subcontractor, its governing board, officers, faculty, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by University or any of its officers, agents or employees, which may occur during or which arise out of the performance of this Agreement.

In the event each of the parties is found to be at fault, then each shall bear its own costs and attorney's fees and its proportionate share of the judgment or settlement based on its percentage of fault, as determined by a procedure established by the parties.

E. PRIME CONTRACT

All work performed by Subcontractor under this Subcontract shall be in compliance with all applicable provisions contained in Prime Contract from "Sponsor." Subcontractor agrees to be bound by all provisions of the Prime Contract relating to its work. A copy of the prime contract is attached to this subcontract as Exhibit B.

**ARTICLE 8
ASSURANCES**

The Subcontractor agrees to conduct all effort required in performance of this Subcontract in compliance with the following:

- A. Civil Rights/Nondiscrimination: Subcontractor must comply with applicable provisions of Title VI of the Civil Rights Act of 1964, as amended; Executive Orders 11246 and 11375; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and Section 504 of the Rehabilitation Act of 1973, as amended.
- B. Student Unrest: Subcontractor shall be responsible for carrying out the provisions of any applicable statutes relating to remuneration from funds provided by this agreement to any individual who has been engaged or involved in activities described as "student unrest."
- C. Use of U.S.-Flag Carriers: If foreign air travel is authorized under this agreement, U.S.-flag air carriers service shall be used to the extent such service is available, as specified in prime

award. The substance of this clause shall be inserted in all subcontracts at any tier under this agreement.

- D. Use of Human Subjects: Use of human subjects will be in accordance with 45 CFR 46, subpart A, "Protection of Human Subjects." In addition, Subcontractor certifies that it has procedures established and implemented to assure continuous monitoring and compliance with these regulations. As applicable, evidence of approval by the Subcontractor's Institutional Review Board shall be provided to University prior to initiating this project and annually thereafter for the duration of the project.
- E. Use of Laboratory Animals: Use of laboratory animals will comply with applicable portions of the Animal Welfare Act (Pub. L.89-544, as amended) and NIH Publication 85-23, "Guide for the Care and use of laboratory Animals." In addition, subcontractor certifies that it has procedures established and implemented to assure continuous monitoring and compliance with these regulations. As applicable, evidence of approval by the Subcontractor's Institutional Animal Care and Use Committee shall be provided to University prior to initiating this project and annually thereafter for the duration of the project.
- F. Scientific Fraud (Misconduct) Assurance: The Subcontractor hereby gives assurance that an administrative review process has been established regarding procedures for dealing with and reporting possible misconduct in science and reporting requirements of the published scientific misconduct regulations will be followed.

ARTICLE 9 CONTENTS AND ORDER OF PRECEDENCE

Attached to this subcontract are the following exhibits:

- EXHIBIT A - Statement of Work
- EXHIBIT B - Prime Contract

Insofar as these instruments apply to this subcontract together with the instruments previously enumerated and those listed below, they constitute the entire agreement and understanding between the University and Subcontractor. In the event of an inconsistency in this subcontract, the inconsistency shall be resolved by giving precedence in the following order.

1. This Subcontract and the Statement of Work
2. Prime Contract

**ARTICLE 10
GOVERNING LAW**

This Subcontract shall be governed by the laws of the State of California.

**ARTICLE 11
ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS**

This Subcontract contains the full and complete agreement between the two parties. All modifications must be in writing and signed by Western University's Institutional Official and the Riverside County Board of Supervisors. No verbal agreements or conversations with any officer or employee of either party shall affect or modify any of the terms and conditions of this subcontract.

APPROVED AND AGREED:

Western University of Health Sciences:

County of Riverside (Subcontractor):

By: Ben Cohen

By: Marion Ashley

Name: Ben Cohen, DO

Name: Marion Ashley

Title: Provost/COO

Title: Chairman, Board of Supervisors

Date: 2/10/10

Date: MAR 16 2010

Attest: Kecia Harper-Ihem

By: Kecia Harper-Ihem
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE: 3.15.10
NEAL R. KIPNIS

MAR 16 2010 3.15

Exhibit A:

STATEMENT OF WORK

Work to be Performed

Western University ("WU"), a non-profit organization, shall receive a grant from the Department of Agriculture for the Avian Influenza Virus ("AIV") Education for Families with Backyard Poultry Project. WU will serve as lead and fiscal agent. Subcontractor shall deliver the educational sessions of the program as follows:

A. The purpose of the work to be performed will be to present an educational program on AIV to owners of backyard poultry and other interested community members with the goals of educating the public about AIV, teaching them proper husbandry practices, and reducing the spread of AIV through proper husbandry, handling and disposal of birds.

B. A specific explanation of the work to be performed by Subcontractor follows inclusive of special personnel, supplies, materials, equipment and travel needed:

1. Determine classroom sites and set dates and times for presentations:

The Subcontractor will work with community partners in our target areas for identification of classroom sites to conduct the Avian Influenza Educational lectures. The Subcontractor will also work with these partners to determine the best dates and times for the sessions. A Subcontractor Program Coordinator I will be responsible for initiating the contact with community partners and overseeing the arrangements made for the sites.

2. Recruit target population:

The Subcontractor will publicize the AIV Education workshops through community partners. Publicity materials will be developed and printed by WU and disseminated by the Subcontractor, Sign-up sheets will be created to enroll members from the community in the program. Participants will be recruited through community centers, community groups, churches, other community education classes and more, from target areas.

3. Deliver presentations to the community on AIV:

The Subcontractor will assist in the set up and breakdown of the presentation sessions. The Subcontractor's Community Services Assistant will be responsible for delivering the presentations to the community participants in English and Spanish as needed. Subcontractor will provide 24 educational sessions to targeted community entities, including the pilot presentations. Each presentation will be about 80 minutes in duration with breaks and activities in between.

4. Travel to and from the class sites (to be determined) will be needed for the four pilot session and all 20 of the project sessions.
 5. Advise WU on development of educational Materials:
The Subcontractor will provide input on the presentations developed by WU in relation to the level of understanding of the target population.
- C. The timetable/schedule of work will be carried out as reflected in the grant proposal. The timetable may fluctuate depending on circumstances, but the number of planned program sessions will remain the same as initially agreed upon.

WU will be responsible for the development of the AIV educational program as follows:

1. The Development of an AIV educational program relevant to the entire family, with an emphasis on women. WU will be responsible for designing the educational program and all the teaching materials. WU will create the games and activities to go along with the presentations.
2. Evaluation of the efficacy of and modification of the educational design in the 4 pilot sessions. WU will develop the evaluation tools to assess the efficacy of the program and modify the program as needed.
3. Evaluation of the overall effectiveness of the training for the target audience. WU will be responsible for the development of the pre and post surveys to evaluate the overall effectiveness of the training. WU will develop and conduct the follow-up survey to determine the impact of the training on attitudes and behaviors of the target population. Collecting and analyzing the statistical data will be the responsibility of WU.
4. WU will provide all the teaching materials and refreshments for the public participating in the training.
5. WU will act as the lead fiscal agent for the grant and distribute the funds as determined. The Subcontractor Community Services Assistant will be compensated for 25% of time (with benefits) on the AIV Education Project and a Subcontractor Program Coordinator I will be compensated for 10% of time (with benefits) while working on the same project.

Budget

- Total costs: **Year 1: fourteen thousand, two hundred fifty dollars \$14,250**
- **Agreement with County of Riverside Community Health Agency – Department of Animal Services (Subcontractor) will include:**
Felix Rubalcava, (10 hours/week for 90 weeks for 2 years) is the Community Services Assistant for the CSAC Merit Award winning program, the "Healthy Pet Zone (HPZ)sm" and work serve as a consultant. He is now extending the educational outreach program to local churches and adult education centers. As his current status as a full time employee ("FTE") is only 50% for the County of Riverside Community Health Agency – Department of Animal Services, he will be able to devote 10 hours per week (25%) on the AIV education program. Funds for his time are included in the agreement with Subcontractor. Background: Felix grew up in Mexico and worked in an animal shelter there before relocating to the United States to pursue his education. He has been instrumental in the implementation of the Healthy Pet Zone Program in the Spanish speaking areas of the County of Riverside. As a result of his outreach efforts in the community, more than 2,500 animals have been altered, vaccinated and/or licensed in a 10 month period.
- **Kimberly McWhorter**, MPH, CPH, 10% time, the Program Coordinator for Riverside County Department of Animal Services, will assist in the identification of class sites and in organizing the classes. With an emphasis in global public health, Kim has worked with communities spanning a variety of cultural and socioeconomic backgrounds from Central and South America, Southeast Asia and the U.S. Under the direction of Lori Neddermann, she is responsible for designing and implementing the Healthy Pet Zone Program in Riverside County and carrying out the original community assessments identifying the key issues to be addressed in their target areas. Funds for her time are included in the agreement with County of Riverside Community Health Agency – Department of Animal Services.
- **Allan Drusys** (Chief Veterinarian for Subcontractor) & **Lori Neddermann** (Program Chief for Subcontractor) from the Health Pet Zone project in Riverside County have experience working with these communities. Their advice and collaboration on the AIV family education project will be critical. A letter of collaboration was enclosed.
- **Travel.** \$1000 per year will be included in the agreement with Subcontractor.
- To be paid as follows: The submission, review and approval of monthly invoices.

Exhibit B:

PRIMARY CONTRACT

USDA Subaward Agreement

Institution/Organization ("University") Name: University of Maryland, College Park Address: Office of Research Admin. & Advancement 3112 Lee Building College Park, MD 20742-5141		Institution/Organization ("Collaborator") Name: Western University of Health Sciences Address: 309 E. Second Street Pomona, CA 91766-1854 EIN No.:	
Prime Award No. <p style="text-align: center;">20085520418863</p>		Subaward No. <p style="text-align: center;">Z521915</p>	
Awarding Agency <p style="text-align: center;">USDA</p>		CFDA No. <p style="text-align: center;">10.206</p>	
Subaward Period of Performance <p style="text-align: center;">5/1/2009 – 4/30/2010</p>		Amount Funded this Action <p style="text-align: center;">\$41,527</p>	Est. Total (if incrementally funded)
Project Title <p style="text-align: center;">Prevention and Control of Avian Influenza in the U.S.</p>			
Reporting Requirements [Check here if applicable: <input checked="" 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 are (check one): as specified in Collaborator's proposal dated 4/27/2009; or as shown in Attachment 5. 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 Principal Investigator/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 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.

Agreed by Authorized Official of University: <div style="text-align: center;"> <p style="margin: 0;">Wendy T. Montgomery</p> <p style="margin: 0;">Assistant Director</p> </div> <div style="text-align: center; margin-top: 10px;"> <p style="font-size: 1.2em; margin: 0;">8/14/09</p> <p style="margin: 0;">Date</p> </div>	Agreed by Authorized Official of Collaborator: <div style="text-align: center;"> <p style="margin: 0;">Date</p> </div> <div style="text-align: center; margin-top: 10px;"> <p style="font-size: 1.2em; margin: 0;">8/14/09</p> <p style="margin: 0;">Date</p> </div>
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**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 the 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, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the University.
- 3) The 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 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

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.

**Attachment 2
Subaward Agreement
USDA**

Certifications/Assurances:

1. As a condition of this Subaward, the Collaborator assures and certifies that is it in compliance with and will comply in the course of this Subaward with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated in this Subaward by reference. In addition, the following assurances/certifications are made and verified by the official signing for Collaborator on the face page of this Subaward. 1) 7 CFR 3018 (Lobbying); 2) 7 CFR 3017.600 (Drug-Free Workplace).

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. 7 CFR Part 3015, 3017, 3018 and 3019.
3. General Terms and Conditions A dated April 1, 2001 except for the following:
 - a. The right to initiate a no cost-time extension of the end date provided by Article 4 is replaced by the need to obtain prior written approval from the University;
 - b. The payment mechanism described in Article 7 and the financial reporting requirements in Article 8 are replaced with Terms and Conditions (1) through (4) of this agreement; and
 - c. Any prior approvals are to be sought from the University and not the Federal Awarding Agency.
4. Title to equipment costing \$5,000 or more and acquired by the subawardee with funds provided under this award shall vest in the subawardee. When the equipment is no longer needed by the subawardee and the per unit fair market value is less than \$5,000, the subawardee may retain, sell, or dispose of the equipment with no further obligation to the University. If, on the other hand, the per unit fair market value is \$5,000 or more, then the subawardee must submit a written request to the University for disposition instructions.

Special terms and conditions:

1. Copyrights
Collaborator ___ grants / shall grant (check one) 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 Agreement solely for the purpose of and only to the extent required to meet University'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 Agreement solely for the purpose of and only to the extent required to meet University's obligations to the Federal Government under its Prime Award.

**Attachment 3
Subaward Agreement**

University Contacts	Collaborator Contacts
<p>Administrative Contact</p> <p>Name: Susan Gossman Contract Administrator</p> <p>Address: Office of Research Admin. and Advancement 3112 Lee Building University of Maryland, College Park College Park, MD 20742-5141</p> <p>Telephone: (301) 405-5736 Fax: (301) 314-9569 Email: sgossman@umresearch.umd.edu</p>	<p>Administrative Contact</p> <p>Name: Matthew Katz Assistant Vice President, Sponsored Research</p> <p>Address: Western University of Health Sciences 309 E. 2nd Street Pomona, CA 91766</p> <p>Telephone: 909-469-5567 Fax: 909-469-5569 Email: mkatz@westernu.edu</p>
<p>Principal Investigator</p> <p>Name: Daniel Perez</p> <p>Address: 8075 Greenmeade Drive College Park, MD 20742</p> <p>Telephone: (301) 314 -6811 Fax: Email: dperez1@umd.edu</p>	<p>Project Director</p> <p>Name: Ellen Collisson</p> <p>Address: Western University of Health Sciences 309 E. 2nd Street Pomona, CA 91766</p> <p>Telephone: 909-469-5291 Fax: Email: ecollisson@westernu.edu</p>
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**ATTACHMENT 4
SUBAWARD AGREEMENT**

Reporting Requirements

1. Subawardee shall submit annual technical progress reports to University's Principal Investigator, as stated in Attachment 3.
2. In accordance with 37 CFR 401.14, Subawardee shall notify University's Administrative Contact, as stated in Attachment 3, within two months after Subawardee's inventor discloses invention(s) in writing to Subawardee personnel responsible for patent matters. Subawardee shall use form DD882 to report invention(s). A negative report is not required.