

STANFORD UNIVERSITY  
CONTRACT FOR RESEARCH SERVICES

SAN MATEO COUNTY

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AMENDMENT NO. 5

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The original agreement bearing Stanford University Contract No. PR-0272, is hereby modified as follows:

Description of change(s) made effective January 1, 2003:

1. Article 2, PERIOD OF PERFORMANCE

The Period of Performance is extended for one year, through December 31, 2003.

2. Article 3.a.(2), ALLOWABLE COSTS AND PAYMENT, is amended to include the following:

"The budget, included herein as Attachment A to this Amendment No. 5. For the period of performance from January 1, 2003 through December 31, 2003, Stanford shall pay Contractor an amount not to exceed SIXTY THOUSAND SIX HUNDRED SIXTY-TWO AND NO/100 DOLLARS (\$60,662.00)."

3. Article 4, BILLING

"Invoices shall be submitted in duplicate, quarterly (April 15, July 15, October 15, and January 15), for approval to the following Stanford representative who will forward the approved invoices to the Controller's Office for payment:

Kristen Wong  
Division of Infectious Diseases  
Grant Bldg., Room S-156  
Stanford University  
Stanford, CA 94305-5107  
Phone: (650) 725-3933  
Fax: (650) 725-2395  
Email: [kristen.wong@stanford.edu](mailto:kristen.wong@stanford.edu)

4. Article 5. HUMAN SUBJECTS, is deleted in its entirety and replaced with the following:

"Article 5, HUMAN SUBJECTS IN RESEARCH PROJECTS

Contractor assures that adequate safeguards shall be taken whenever using human subjects in research and that an institutional review committee composed of sufficient members with varying background to assure complete and adequate review of projects involving the use of human subjects has reviewed and approved the projects. Contractor shall comply with all applicable elements of Title 45 Code of Federal Regulations, Part 46.

By execution of this Contract, Contractor assures to Stanford University that it complies with the education requirement for all its key personnel as enumerated in the NIH Guide dated June 5, 2000 (revised August 25, 2000), Notice No. OD-00-039."

5. Article 6, LABORATORY ANIMALS, is deleted in its entirety and replaced with the following:

"Article 6, CARE AND TREATMENT OF LABORATORY ANIMALS

Contractor assures that whenever vertebrate animals are used in research, Contractor shall comply with the applicable portions of the Animal Welfare Act (P.L. 89-544, as amended) and its implementing regulations and shall follow the guidelines prescribed in DHHS Publication No. 86-23 (NIH), "Guide for the Care and Use of Laboratory Animals."

6. Article 19, MISCONDUCT IN SCIENCE CERTIFICATION, is deleted in its entirety and replaced with the following:

"Article 19, MISCONDUCT IN SCIENCE

Contractor assures that it maintains an administrative review process for dealing with and reporting possible misconduct in science and that it has an assurance on file with the Office of Research Integrity, National Institutes of Health, or, if not, it agrees to be subject to the policies of Stanford University for dealing with and reporting possible misconduct in science with respect to research supported through this Contract."

7. Article 20, NIH SALARY REIMBURSEMENT RESTRICTION, is deleted in its entirety and is replaced with the following:

"None of the funds provided for this subcontract by the National Institutes of Health shall be used to pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of the salary cap in effect for the fiscal year of an award as referenced in the section entitled "Fiscal Information" on the Notice of Grant Award for the grant number referenced herein."

8. Article 25, NIH GRANT AWARD TERMS AND CONDITIONS, is inserted following Article 24.

"Article 25, NIH GRANT AWARD TERMS AND CONDITIONS"

The following provisions are flowed-down from Stanford's prime NIH grant and apply to this Contract:

- a. "45 CFR PART 74, "UNIFORM ADMINISTRATIVE REQUIREMENTS FOR AWARDS AND SUBAWARDS TO INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, OTHER NONPROFIT ORGANIZATIONS, AND COMMERCIAL ORGANIZATIONS; AND CERTAIN GRANTS AND AGREEMENTS WITH STATES, LOCAL GOVERNMENTS AND INDIAN TRIBAL GOVERNMENTS"  
([http://www.access.gpo.gov/nara/cfr/waisidx/01/45cfr474\\_01.html](http://www.access.gpo.gov/nara/cfr/waisidx/01/45cfr474_01.html))

or

45 CFR PART 92-"UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS"  
([http://www.access.gpo.gov/nara/cfr/waisidx/01/45cfr92\\_01.html](http://www.access.gpo.gov/nara/cfr/waisidx/01/45cfr92_01.html)), as applicable.

- b. "The Terms and Conditions of Award as set forth in the SPECIAL REQUIREMENTS section of RFA AI-98-013, NIH Guide to Grants and Contracts, 07/31/98. These special terms and conditions are incorporated in this award by reference.

Copies of the RFA may be accessed at the following internet address:

<http://grants.nih.gov/grants/guide/rfa-files/RFA-AI-98-013.html>."

9. Article 26, FINANCIAL CONFLICT OF INTEREST, is inserted following Article 25:

"Article 26, FINANCIAL CONFLICT OF INTEREST"

Contractor shall comply with 42 CFR Part 50 subpart F. Contractor assures to Stanford University and PHS that it has an active and enforced policy and that its investigators are in compliance with such policy in order to protect the research from bias."

10. CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY FOR AWARD

Contractor certifies, to the best of its knowledge and belief, that -

- a. The Contractor and/or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- b. Contractor has not, within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against it for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract

or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

- c. Contractor is not presently indicted for, or otherwise criminally or civilly charged by a Government entity with commission of any of these offenses.
- d. Contractor shall provide immediate written notice to Stanford University if, at any time, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

11. CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS

- a. Contractor certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid 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 on Contractor's behalf in connection with the award of any resultant contract.
- b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid 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 on Contractor's behalf in connection with this Contract, the Contractor shall notify Stanford University and complete and submit OMB standard form LLL, Disclosure of Lobbying Activities, and
- c. Contractor will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000.00 shall certify and disclose accordingly.

12. CLEAN AIR AND WATER CERTIFICATION

Contractor certifies and represents that -

- a. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.
- b. Contractor will immediately notify Stanford University of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Contractor proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- c. Contractor will include a certification substantially the same as this certification, including this paragraph c. in every nonexempt subcontract (of \$100,000.00 or more).

Except as modified above, all other terms and conditions remain unchanged.

SAN MATEO COUNTY

Summary of Contract Amounts:

By: \_\_\_\_\_  
Signature

Original Amount: \$ 53,544.00

Type Name

Previous Total: \$ 332,693.00

Type Title

This Amendment:                   \$ 60.662.00

Signature Date

Total to Date: \$ 393,355.00

THE BOARD OF TRUSTEES OF THE  
LELAND STANFORD JUNIOR UNIVERSITY

By: Charlie Channel  
Senior Contract Officer

FEB. 20 2003  
Signature Date

FROM	THROUGH
1/1/2003	12/31/2003

CONSULTANT COSTS		
Consulting Clinical Pharmacologists (Willow and Edison Sites)		
Edison Site: \$13,520; Willow VA Site: \$8,821		\$22,746

**SAN MATEO CLINIC**