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* *Appearance pro hac vice.*

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 OAKLAND DIVISION**

SAN FRANCISCO AIDS FOUNDATION;
et al.,

Plaintiffs,

v.

DONALD J. TRUMP, in his official capacity
 as President of the United States; *et al.,*

Defendants.

Case No. 4:25-cv-01824-JST

**SUPPLEMENTAL DECLARATION OF
 JOE HOLLENDONER, CHIEF
 EXECUTIVE OFFICER OF THE LOS
 ANGELES LGBT CENTER, IN
 SUPPORT OF PLAINTIFFS' MOTION
 FOR PRELIMINARY INJUNCTION**

1 I, Joe Hollendoner, hereby state as follows:

2 1. I am the Chief Executive Officer of the Los Angeles LGBT Center (“LA LGBT
3 Center”), a nonprofit 501(c)(3) organization based in Los Angeles, California, that provides a
4 variety of services to members of the lesbian, gay, bisexual, transgender, and queer (“LGBTQ”)
5 communities. I have served in this capacity since 2022. I joined the staff of the LA LGBT Center
6 in 2021.

7 2. On February 25, 2025, I executed a Declaration (ECF No. 47-5) in support of
8 Plaintiffs’ Complaint and Motion for a Preliminary Injunction, filed on March 3, 2025 (ECF No.
9 47) to prevent Defendant agencies and their leadership from enforcing Executive Order No. 14168
10 “Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the
11 Federal Government” (“Gender Order”), issued January 20, 2025; Executive Order No. 14151
12 “Ending Radical and Wasteful DEI Programs and Preferencing” (“DEI-1 Order”), issued January
13 20, 2025; and Executive Order No. 14173 “Ending Illegal Discrimination and Restoring Merit-
14 Based Opportunity” (“DEI-2 Order”), issued January 21, 2025 (collectively, the “Executive
15 Orders”), and related agency directives.

16 3. Since executing that Declaration on February 25, 2025, I learned that Defendant
17 National Institutes of Health (“NIH”) has terminated a federal grant awarded to the University of
18 California, Los Angeles (“UCLA”) under which the LA LGBT Center is a subawardee. I also
19 learned that LA LGBT Center has been advised by an Federal agency employee that it must remove
20 certain words or acronyms, including “LGBT,” “queer,” “transgender,” etc. from any new
21 materials created in connection with our Intimate Partner Violence Training Program or the
22 funding received for that program, pursuant to a \$1.5 million grant from the Office of Family
23 Violence and Prevention Services (“OFVPS”), is likely to be terminated.

24 4. I am submitting this supplemental declaration to inform the Court of these recent
25 developments and the negative impacts they have had and will continue to have on LA LGBT
26 Center and the people that it serves.

1 **A. NIH Grant Terminations**

2 Race & Place Grant

3 5. Upon information and belief, on or about September 5, 2024, UCLA won a grant
4 from NIH (the “NIH Grant”) to study the intersection of race and substance use and HIV outcomes
5 in Los Angeles County under the project title: “Race & Place: The Impacts of Racial Inequality on
6 Substance Use and HIV Outcomes in Los Angeles” (the “Race & Place Study”). The NIH Grant
7 was for the period September 15, 2024 through July 31, 2029.

8 6. The Notice of Award for the NIH Grant is attached as **Exhibit A**.

9 7. Based on findings in prior related studies, the population of substance using men
10 who have sex with men (“MSM”) of color who are living with HIV are among the most
11 marginalized, underserved, and stigmatized members of the LGBTQ community. As a result, these
12 individuals suffer from high rates of homelessness, food insecurity, unemployment, lack of access to
13 medical and mental health care, and lack of access to substance use recovery services, among other
14 basic needs. The Race & Place Study, therefore, is intended to identify and address factors
15 contributing to racial inequities in HIV care. Through comprehensive research and analysis, the
16 study seeks to develop and implement improved healthcare delivery models aimed at enhancing
17 racial equity and reducing disparities in HIV treatment and outcomes. The findings from this study
18 are intended to inform public health strategies and policies, ultimately contributing to more
19 equitable healthcare systems and improved health outcomes for racially diverse populations
20 affected by HIV.

21 8. On January 31, 2025, LA LGBT Center was awarded a Cost Reimbursable
22 Subaward by UCLA under the NIH Grant pursuant to which LA LGBT Center is performing all
23 phases of study implementation for the Race & Place Study. The subgrant to the LA LGBT Center
24 totaled \$2,068,560.

25 9. The Cost Reimbursement Research Subaward Agreement between UCLA and LA
26 LGBT Center is attached as **Exhibit B**.

1 10. LA LGBT Center’s work on the Race & Place Study includes recruiting, enrolling,
2 and maintaining the optimal study cohort, conducting study visits, coordinating retention,
3 performing data collection and entry, providing data reports, responding to queries, and
4 maintaining participant files.

5 11. LA LGBT Center also employs peer navigators and case managers that are
6 responsible for meeting with study participants and addressing their social, medical, and mental
7 health needs. LA LGBT Center also employs research coordinators and laboratory technicians who
8 oversee phlebotomy, collection and processing of specimens.

9 12. At least two of LA LGBT Center’s employees dedicated to the Race & Place Study
10 are fully funded by the NIH Grant.

11 13. LA LGBT Center’s work in the Race & Place Study is consistent with the
12 requirements of 42 U.S.C. § 283p, which directs that the Director of NIH “shall, as appropriate,
13 encourage efforts to improve research related to the health of sexual and gender minority
14 populations, including by—(1) facilitating increased participation of sexual and gender minority
15 populations in clinical research supported by the National Institutes of Health [and] (2) facilitating
16 the development of valid and reliable methods for research relevant to sexual and gender minority
17 populations[.]”

18 14. Upon information and belief, on or about March 20, 2025, UCLA received a Notice
19 of Termination, purporting to immediately terminate the NIH Grant (the “Termination Notice”).

20 15. According to the Termination Notice, the NIH Grant was terminated because
21 “[r]esearch programs based primarily on artificial and non-scientific categories, including
22 amorphous equity objectives, are antithetical to the scientific inquiry, do nothing to expand our
23 knowledge of living systems, provide low returns on investment, and ultimately do not enhance
24 health, lengthen life, or reduce illness.”

25 16. The Termination Notice further justified the NIH Grant’s termination by claiming
26 that “so-called diversity, equity, and inclusion (‘DEI’) studies are often used to support unlawful
27

1 discrimination on the basis of race and other protected characteristics, which harms the health of
2 Americans.”

3 17. The Termination Notice is attached as **Exhibit C**.

4 18. This termination is devastating to the LA LGBT Center and the communities that
5 were to be served by the Race & Place Study. Without access to this essential funding stream, the
6 Race & Place Study simply cannot continue and will cease to exist. As a result, participants in the
7 study will go without many of the important services they receive for participating including,
8 critically, substance use and HIV treatment.

9 19. Additionally, without the funding from the NIH Grant, the LA LGBT Center will
10 be forced to terminate the two employees dedicated to the Race & Place Study and whose positions
11 are entirely funded by the NIH Grant.

12 Gender-Affirming Stigma Intervention to Improve Substance Misuse and HIV Risk among
13 Transgender Women Grant

14 20. Upon information and belief, the Illinois Institute of Technology in July 2024 won
15 an NIH Grant (“Gender NIH Grant”) to investigate health disparities and outcomes among
16 transgender and gender-diverse populations, focusing on substance use, mental health, and barriers
17 to healthcare access to inform evidence-based interventions and improve public health strategies.

18 21. On August 1, 2024 the LA LGBT Center was awarded a subaward under this grant
19 in the amount of \$12,536.

20 22. A copy of the subaward letter is attached as **Exhibit D**.

21 23. The LA LGBT Center uses these funds to partially fund at least one employee to
22 conduct recruitment and enrollment of participants into this clinical trial.

23 24. On March 21, 2025 the grant was terminated based on “Research programs based
24 on gender identity are often unscientific, have little identifiable return on investment, and do
25 nothing to enhance the health of many Americans. Many such studies ignore, rather than seriously
26 examine, biological realities. It is the policy of NIH not to prioritize these research programs.”

25. The Termination Notice is attached as **Exhibit E**.

26. The termination letter indicates that no corrective action was deemed possible due to the fundamental incompatibility of the grant's premise with current NIH priorities, directly aligned with the implementation of the contested Executive Order.

27. The NIH Grants are not the only federal funding that the LA LGBT Center relies upon and experiencing the termination of the NIH Grant has only heightened the concerns and challenges we are already facing because of the Executive Orders that were detailed in my February 25 Declaration. And now, enforcement of the Executive Orders against us is not only imminent but is clearly already occurring and I am concerned that the NIH Grant is just the first of many existing federal grants LA LGBT Center receives funding under that will be terminated.

B. The Domestic Violence National Resource Center Grant.

28. LA LGBT Center also receives a \$2.25 million grant (the “DV Resource Center Grant”) from the OFVPS, a component of Defendant U.S. Department of Health & Human Services, to serve as a national resource center focused on domestic violence related to the LGBTQ+ community. As part of that training and technical assistance program, the LA LGBT Center is required to submit all training materials for approval before they go into the field.

29. A purpose of the OFVPS is to award grants to create and maintain national and special issue resource centers focused on preventing and addressing family, domestic, and dating violence. These centers provide resource information, training, and technical assistance to enhance the capacity of individuals, organizations, governmental entities, and communities in delivering effective intervention services. 42 USC §10410(a)(2).

30. In addition to these, the statute authorizes grants to “support training and technical assistance that address emerging issues related to family violence, domestic violence, or dating violence, to entities demonstrating related expertise.” 42 USC §10410(a)(2)(B)(ii). The LA LGBT Center was funded to be such a national resource center for LGBTQ+ related domestic violence issues.

1 31. Recently, the LA LGBT Center was advised that it must remove terms like “LGBT,”
2 “queer,” “trans,” “transgender,” etc. from materials submitted to the agency or else it risks having
3 the DV Resource Center Grant terminated.

4 32. Loss of the DV Resource Center Grant would mean that LA LGBT Center would
5 no longer be able to provide its intimate partner violence training and those living in abusive
6 relationships would suffer as a result. LA LGBT Center, therefore, is put in an impossible position.
7 Do we continue to do what we have always done and what is central to our mission and recognize
8 the existence of members of the LGBTQ community, including transgender individuals, or do we
9 recast our work to combat financial harm to our organization and prevent the elimination of certain
10 programs? Even if we wanted to do the latter (we do not), it is not possible: “LGBT,” one of the
11 prohibited terms, is in our very name.

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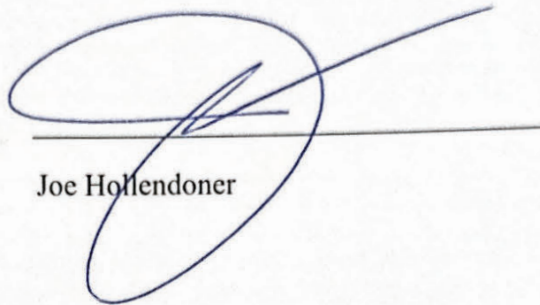
25 /

1 I declare under penalty of perjury under the laws of the United States of America that the
2 foregoing is true and correct.

3 Dated: April 7, 2025

Respectfully submitted,

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Joe Hollendonner

EXHIBIT A



RESEARCH
Department of Health and Human Services
National Institutes of Health

Notice of Award



NATIONAL INSTITUTE ON DRUG ABUSE

SECTION I – AWARD DATA – 1R01DA061345-01

Principal Investigator(s):

Pamina Mae Gorbach (contact), DRPH
Marjan Javanbakht, PHD
Terrell Winder, PHD

Award e-mailed to: awards@research.ucla.edu

Dear Authorized Official:

The National Institutes of Health hereby awards a grant in the amount of \$439,153 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to UNIVERSITY OF CALIFORNIA LOS ANGELES in support of the above referenced project. This award is pursuant to the authority of 42 USC 241 42 CFR 52 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award, including the "Terms and Conditions," is acknowledged by the recipient when funds are drawn down or otherwise requested from the grant payment system.

Each publication, press release, or other document about research supported by an NIH award must include an acknowledgment of NIH award support and a disclaimer such as "Research reported in this publication was supported by the National Institute On Drug Abuse of the National Institutes of Health under Award Number R01DA061345. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Institutes of Health." Prior to issuing a press release concerning the outcome of this research, please notify the NIH awarding IC in advance to allow for coordination.

Award recipients must promote objectivity in research by establishing standards that provide a reasonable expectation that the design, conduct and reporting of research funded under NIH awards will be free from bias resulting from an Investigator's Financial Conflict of Interest (FCOI), in accordance with the 2011 revised regulation at 42 CFR Part 50 Subpart F. The Institution shall submit all FCOI reports to the NIH through the eRA Commons FCOI Module. The regulation does not apply to Phase I Small Business Innovative Research (SBIR) and Small Business Technology Transfer (STTR) awards. Consult the NIH website <http://grants.nih.gov/grants/policy/coi/> for a link to the regulation and additional important information.

If you have any questions about this award, please direct questions to the Federal Agency contacts.

Sincerely yours,


Grants Management Officer
NATIONAL INSTITUTE ON DRUG ABUSE

Additional information follows

Cumulative Award Calculations for this Budget Period (U.S. Dollars)

Federal Direct Costs	\$346,066
Federal F&A Costs	\$93,087
Approved Budget	\$439,153
Total Amount of Federal Funds Authorized (Federal Share)	\$439,153
TOTAL FEDERAL AWARD AMOUNT	\$439,153
 AMOUNT OF THIS ACTION (FEDERAL SHARE)	 \$439,153

SUMMARY TOTALS FOR ALL YEARS (for this Document Number)		
YR	THIS AWARD	CUMULATIVE TOTALS
1	\$439,153	\$439,153
2	\$647,451	\$647,451
3	\$723,562	\$723,562
4	\$725,865	\$725,865
5	\$695,843	\$695,843

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

Fiscal Information:

Payment System Identifier: 1956006143A1
Document Number: RDA061345A
PMS Account Type: P (Subaccount)
Fiscal Year: 2024

IC	CAN	2024	2025	2026	2027	2028
DA	8472628	\$439,153	\$647,451	\$723,562	\$725,865	\$695,843

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

NIH Administrative Data:

PCC: CM/ALW / **OC:** 41021 / **Released:** 08/28/2024
Award Processed: 09/05/2024 12:31:06 AM

SECTION II – PAYMENT/HOTLINE INFORMATION – 1R01DA061345-01

For payment and HHS Office of Inspector General Hotline information, see the NIH Home Page at <http://grants.nih.gov/grants/policy/awardconditions.htm>

SECTION III – STANDARD TERMS AND CONDITIONS – 1R01DA061345-01

This award is based on the application submitted to, and as approved by, NIH on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- The grant program legislation and program regulation cited in this Notice of Award.
- Conditions on activities and expenditure of funds in other statutory requirements, such as those included in appropriations acts.
- 45 CFR Part 75.
- National Policy Requirements and all other requirements described in the NIH Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- Federal Award Performance Goals: As required by the periodic report in the RPPR or in the final progress report when applicable.
- This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

(See NIH Home Page at <http://grants.nih.gov/grants/policy/awardconditions.htm> for certain references cited above.)

Research and Development (R&D): All awards issued by the National Institutes of Health (NIH) meet the definition of “Research and Development” at 45 CFR Part§ 75.2. As such, auditees should identify NIH awards as part of the R&D cluster on the Schedule of Expenditures of Federal Awards (SEFA). The auditor should test NIH awards for compliance as instructed in Part V, Clusters of Programs. NIH recognizes that some awards may have another classification for purposes of indirect costs. The auditor is not required to report the disconnect (i.e., the award is classified as R&D for Federal Audit Requirement purposes but non-research for indirect cost rate purposes), unless the auditee is charging indirect costs at a rate other than the rate(s) specified in the award document(s).

This institution is a signatory to the Federal Demonstration Partnership (FDP) Phase VII Agreement which requires active institutional participation in new or ongoing FDP demonstrations and pilots.

An unobligated balance may be carried over into the next budget period without Grants Management Officer prior approval.

This grant is subject to Streamlined Noncompeting Award Procedures (SNAP).

This award is subject to the requirements of 2 CFR Part 25 for institutions to obtain a unique entity identifier (UEI) and maintain an active registration in the System for Award Management (SAM). Should a consortium/subaward be issued under this award, a UEI requirement must be included. See <http://grants.nih.gov/grants/policy/awardconditions.htm> for the full NIH award term implementing this requirement and other additional information.

This award has been assigned the Federal Award Identification Number (FAIN) R01DA061345. Recipients must document the assigned FAIN on each consortium/subaward issued under this award.

Based on the project period start date of this project, this award is likely subject to the Transparency Act subaward and executive compensation reporting requirement of 2 CFR Part 170. There are conditions that may exclude this award; see <http://grants.nih.gov/grants/policy/awardconditions.htm> for additional award applicability information.

In accordance with P.L. 110-161, compliance with the NIH Public Access Policy is now mandatory. For more information, see NOT-OD-08-033 and the Public Access website: <http://publicaccess.nih.gov/>.

This award provides support for one or more clinical trials. By law (Title VIII, Section 801 of [Public Law 110-85](#)), the “responsible party” must register “applicable clinical trials” on the [ClinicalTrials.gov Protocol Registration System Information Website](#). NIH encourages registration of all trials whether required under the law or not. For more information, see http://grants.nih.gov/ClinicalTrials_fdaaa/

Recipients must administer the project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age, and comply with applicable conscience protections. The recipient will comply with applicable laws that prohibit discrimination on the basis of sex, which includes discrimination on the basis of gender identity, sexual orientation, and pregnancy. Compliance with these laws requires taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/>.

- Recipients of FFA must ensure that their programs are accessible to persons with limited English proficiency. For guidance on meeting the legal obligation to take reasonable steps to ensure meaningful access to programs or activities by limited English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html> and <https://www.lep.gov>.
- For information on an institution’s specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and to provide effective communication, see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.
- HHS funded health and education programs must be administered in an environment free of sexual harassment; see <https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html>.

For information about NIH's commitment to supporting a safe and respectful work environment, who to contact with questions or concerns, and what NIH's expectations are for institutions and the individuals supported on NIH-funded awards, please see <https://grants.nih.gov/grants/policy/harassment.htm>.

- For guidance on administering programs in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see <https://www.hhs.gov/conscience/conscience-protections/index.html> and <https://www.hhs.gov/conscience/religious-freedom/index.html>.

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75. This term does not apply to NIH fellowships.

Treatment of Program Income:

Additional Costs

SECTION IV – DA SPECIFIC AWARD CONDITIONS – 1R01DA061345-01

Clinical Trial Indicator: Yes

This award supports one or more NIH-defined Clinical Trials. See the NIH Grants Policy Statement Section 1.2 for NIH definition of Clinical Trial.

This award contains grant-specific restrictions. These restrictions may only be lifted by a revised Notice of Award (NoA).

PERSONNEL COSTS RESTRICTED – OTHER SUPPORT REQUIRED

Funds awarded for the salary, fringe benefits, and associated facilities and administrative costs of Drs. Nina Harawa, Hillary Aralis, Latoya Small, and Susie Cassels are restricted and may not be used until revised other support is reviewed and accepted by NIDA staff. The Authorized Organizational Representative must provide updated other support information that reflects no more than 12 person months' total effort for the individual(s) listed. This information must be submitted to the NIDA Grants Management Specialist and Program Official listed in eRA Commons **within 15 days** of the issue date of this award.

HUMAN SUBJECTS RESTRICTION- IRB REQUIRED

This award is issued without a currently valid certification of Institutional Review Board (IRB) approval for this project with the following restriction: Only activities that are clearly severable and independent from activities that involve human subjects may be conducted under this award until the project has received IRB approval consistent with 45 CFR Part 46 and certification of IRB approval has been submitted to and accepted by NIDA. No funds may be drawn down from the payment system and no obligations may be made against Federal funds for research involving human subjects by the recipient or any other site engaged in such research for any period not covered by an OHRP-approved Assurance and IRB approval consistent with 45 CFR Part 46. Failure to comply with the above requirements may result in suspension and/or termination of this award, withholding of support, audit disallowances, and/or other appropriate action.

See the NIH Grants Policy Statement, section on Human Subjects Protections

<http://grants.nih.gov/policy/nihgps/index.htm> for specific requirements related to the protection of human subjects, which are applicable to this term and condition of award.

FY2024 FUNDING

The award amount for the current year is based upon IRG/Council recommendations, cost analysis, program priorities and availability of funds.

BUDGET PERIOD

Future year anniversary dates for this grant will be August 1 and the Research Performance Progress Report (RPPR) is due on June 15.

NOFO REQUIREMENTS

This award is subject to the requirements detailed in RFA-DA-23-061, entitled NIDA REI: Reaching Equity at the Intersection of HIV and Substance Use: Novel Approaches to Address HIV Related Health Disparities in Underserved Racial and/or Ethnic Populations (R01 Clinical Trial Optional), posted on 10/04/2022 which are incorporated by reference as terms and conditions of this award.

The NOFO is available here: <https://grants.nih.gov/grants/guide/rfa-files/RFA-DA-23-061.html>

CONSORTIUM ACTIVITY

This award includes funds awarded for consortium activities. Consortia are to be established and administered as described in the NIH Grants Policy Statement (NIH GPS), Section on Consortium Agreements - <http://grants.nih.gov/policy/nihgps/index.htm>.

The recipient is reminded of the *NIH Final Updated Policy Guidance for Subaward/Consortium Written Agreements* as published in the NIH Guide notice NOT-OD-23-182 on September 15, 2023 with an effective date of January 1, 2024. The notice can be found here: <https://grants.nih.gov/grants/guide/notice-files/NOT-OD-23-182.html>

MULTIPLE PI

The following principal investigators (PIs) are associated with this project:

- Pamina Gorbach DrPH
- Terrel Winder
- Marjan Javanbakht PhD

Dr. Gorbach is the contact PI for correspondence purposes. As this grant has multiple PIs, all NIH Grant policies regarding multiple PIs, including, but not limited to, all prior approval requirements, must be followed accordingly, see NIH Grants Policy Statement, section on Multiple Program Director/Principal Investigators, found at <http://grants.nih.gov/policy/nihgps/index.htm>.

GRADUATE STUDENT CAP

The maximum amount NIH will award for the support of a graduate student on a research grant or a cooperative agreement is tied to the National Research Service Award (NRSA) zero-level stipend in effect at the time the grant award is issued on the Federal award date. The schedule for NRSA stipends can be found at <http://grants.nih.gov/training/nrsa.htm>. Consistent with cost principles for Institutions of Higher Education (IHEs) described in [45 CFR 75.431](#) and [45 CFR 75.466](#), the compensation of graduate students supported by research grants must be reasonable. These operating principles associated with the compensation of students performing necessary work on NIH funded research projects are described in detail in the *NIH Grants Policy Statement* at <http://grants.nih.gov/policy/nihgps/index.htm>. The amount provided for compensation includes salary or wages, fringe benefits, and tuition remission.

DATA AND SAFETY MONITORING BOARD (DSMB)

This award is subject to the [NIDA Guidelines for Establishing and Operating a Data and Safety Monitoring Board](#).

DATA AND SAFETY MONITORING PLAN

This award is subject to the Data and Safety Monitoring Plan (DSMP) submitted and approved by NIDA via the application dated 11/14/2023. Any changes in the DSMP must be reviewed and approved by the NIDA Program Official. If changes are approved, the approval will be reflected on the Notice of Award (NoA) via revision. If changes are not approved, the Principal Investigator

must revise the DSMP to the satisfaction of the NIDA Program Official. The Principal Investigator must provide a DSMP for any new trial that is to be conducted under this grant.

REMINDER FOR SINGLE IRB

The recipient is reminded that NIH requires sites engaged in NIH-funded, multi-site research conducted at more than one domestic site to rely upon approval by a single Institutional Review Board (sIRB) as required by the Revised Common Rule at 45 CFR Part 46.114 and the NIH sIRB Policy ([NOT-OD-16-094: Final NIH Policy on the Use of a Single Institutional Review Board for Multi-Site Research](#)). More information on this requirement can be found in the NIHGPS 4.1.15 Human Subjects Protections (nih.gov). Institutional Review Board (IRB) approval(s) is required for each new protocol and performance site prior to implementation of human subjects research. No funds may be drawn down from the payment system and no obligations may be made against Federal funds for research involving human subjects at any site engaged in such research for any period not covered by an Office for Human Research Protections Assurance and an IRB approval consistent with the requirements of 45 CFR Part 46.

NIDA TERMS

In conjunction with the Acknowledgment of Federal Funding Requirement (as specified in the NIH Grants Policy Statement, Appropriation Mandates <http://grants.nih.gov/policy/nihgps/index.htm>), in order to most effectively disseminate research results, advance notice should be given to NIDA that research findings are about to be published so that we may coordinate accurate and timely release to the media. This information will be embargoed until the publication date. Please see the NIDA Special Considerations Page for guidance on coordination with the NIDA Press Office at <https://www.drugabuse.gov/funding/special-considerations-for-nida-funding>, or contact the NIDA Press Office at media@nida.nih.gov.

Please see Special Considerations for NIDA Funding Opportunities and Awards at <https://www.drugabuse.gov/funding/special-considerations-for-nida-funding>.

Data Management and Sharing Policy: Applicable

This project is expected to generate scientific data. Therefore, the [Final NIH Policy for Data Management and Sharing](#) applies. The approved Data Management and Sharing (DMS) Plan is hereby incorporated as a term and condition of award, and the recipient shall manage and disseminate scientific data in accordance with the approved plan. Any significant changes to the DMS Plan (e.g., new scientific direction, a different data repository, or a timeline revision) require NIH prior approval. Failure to comply with the approved DMS plan may result in suspension and/or termination of this award, withholding of support, audit disallowances, and/or other appropriate action. See NIH Grants Policy Statement [Section 8.2.3](#) for more information on data management and sharing expectations.

SPREADSHEET SUMMARY

AWARD NUMBER: 1R01DA061345-01

INSTITUTION: UNIVERSITY OF CALIFORNIA LOS ANGELES[illegible]

TOTAL FEDERAL DC	\$346,066	\$575,642	\$653,823	\$656,126	\$618,603
TOTAL FEDERAL F&A	\$93,087	\$71,809	\$69,739	\$69,739	\$77,240
TOTAL COST	\$439,153	\$647,451	\$723,562	\$725,865	\$695,843

Facilities and Administrative Costs	Year 1	Year 2	Year 3	Year 4	Year 5
F&A Cost Rate 1	57.5%	57.5%	57.5%	57.5%	57.5%
F&A Cost Base 1	\$161,891	\$124,886	\$121,286	\$121,286	\$134,331
F&A Costs 1	\$93,087	\$71,809	\$69,739	\$69,739	\$77,240

EXHIBIT B

UCLA Cost Reimbursement Research Subaward Agreement (nonFDP)

Federal Awarding Agency: National Institutes of Health (NIH)	
Pass-Through Entity (PTE): The Regents of the University of California	Subrecipient: Los Angeles LGBT Center
PTE PI: Pamina Gorbach	Sub PI: Marjan Javanbakht
PTE Federal Award No: 1R01DA061345-01	Subaward No: PTE FAU No: 445963-GP-30942
Project Title: Race & Place: The Impacts of Racial Inequality on Substance Use and HIV Outcomes in Los Angeles	
Subaward Period of Performance (Budget Period): Start: 09/15/2024 End: 07/31/2025	Amount Funded This Action (USD): \$ 141,826.00
Estimated Project Period (if incrementally funded): Start: 09/15/2024 End: 07/31/2029	Incrementally Estimated Total (USD): \$ 2,068,560.00

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The Statement of Work and Budget for this Subaward are as shown in Attachment 5. The Subrecipient will make reasonable efforts in performing the Statement of Work under this Subaward and services will be rendered at a level commensurate with professional standards acceptable in the discipline and within the scope of the project. The Subrecipient shall provide all necessary and qualified personnel, equipment, material and facilities to accomplish the programmatic and technical activities applicable to Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE and, as such, no employees or staff of Subrecipient assigned to perform work under this Subaward shall be entitled to any benefits applicable to employees of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing if shown in Attachment 5) by budget category in accordance with the Subrecipient's approved budget in Attachment 5, the current period for which reimbursement is being requested, Subaward number listed above, the PTE Full Accounting Unit (FAU) number listed above, and certification, as required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Upon PTE request, Subrecipient shall provide supporting invoice documentation prior to or subsequent to PTE approving any invoice. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final invoice marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 45 days after the **Project Period** end date. The final invoice shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are 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 shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to each party's Authorized Official Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B via bilateral Subaward amendment.
7. Neither party shall assign, transfer or subcontract its rights, interest, or obligations hereunder without written consent of the other party via amendment per Article 6. Purchase of a controlling interest by a third party shall be deemed an assignment.
8. 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. Each party shall protect, indemnify, and save the other harmless from and against any damage, cost or liability for any or all injuries to persons or property arising out of the performance of this Subaward but only in proportion to and to the extent such damage, cost or liability results from the negligence or willful misconduct of the indemnifying party, its officers, agents or employees.
9. Subrecipient shall maintain at its expense, during the Subaward project period, insurance as specified Attachment 1.
10. Either party may terminate this Subaward with 30 days written notice to the appropriate party's Authorized Official Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
11. By signing this Subaward, including the Attachments 1 - 6 which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

By an Authorized Official of Pass-through Entity:		By an Authorized Official of Subrecipient:	
Name: Kristin Lund Date: Title: Assistant Director, UCLA OCGA Outgoing Subawards Team		Name: Robyn Goldman Date: 01/23/2025 Title: Chief Financial Officer	

PATS 20242156 02-00 (FG)

Req 194811483

Attachment 1

Certifications and Assurances

Subaward Number:

Certification Regarding Lobbying (2 CFR 200.450): By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that 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 in accordance with 2 CFR 200.450.

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 PTE.

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 31 U.S.C. 1352. 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 (2 CFR 200.213 and 2 CFR 180): By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient 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, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records: Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712): Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Subaward Certifications: The Subrecipient shall require that the language of the certifications above in this Attachment 1 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.

Use of Name: Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Insurance: Subrecipient certifies by signing this Subaward it will maintain at its expense, during the Subaward Project Period, insurance acceptable to PTE in terms as follows:

1) Professional Liability:

a. Each Occurrence \$2,000,000

b. General Aggregate (Bodily Injury, Property Damage) \$5,000,000

If such insurance is written on a claim made form, it shall continue for three years following termination of this Subaward. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Subaward.

2) General liability:

a. Comprehensive or Commercial Form Each Occurrence \$2,000,000

b. Products, Completed Operations Aggregate \$5,000,000

c. Personal and Advertising Injury \$2,000,000

d. General Aggregate* \$5,000,000

*However, if such insurance is written on a commercial claims made form, following Subaward termination coverage shall survive for a period of not less than three years. Coverage shall provide for a retroactive date of placement coinciding with the Subaward effective date.

3) Business Automobile Liability (Minimum Limits) for owned, scheduled, non-owned or hired automobiles used in the performance of this Subaward with combined single limit of not less than \$1,000,000 per occurrence.

4) Workers' Compensation as required under Subrecipient's State law.

5) Subrecipient, upon request, shall furnish PTE with a certificate or certificates of insurance, signed by an Authorized Representative of Subrecipient's insurer(s) or of Subrecipient, if self-insured, evidencing compliance with the above requirements. It should be expressly understood, however, that the coverages and limits required above shall not in any way limit the liability of Subrecipient. Subrecipient's insurance policy/policies shall be primary. This provision, however, shall only apply in proportion and to the extent of Subrecipient's negligence. PTE shall be added to the policy or policies (Workers' Compensation excepted) as an Additional Insured, and a Severability of Interest Clause and a Cross Liability Clause shall extend to PTE as an additional insured. This provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of Subrecipient, its officers, agents, or employees. The insurance coverages evidenced by the Certificate(s) of Insurance shall not be modified, changed or canceled below the levels above except after thirty (30) days prior written notice to PTE.

Attachment 2

Federal Award Terms and Conditions

Subaward Number

Required Data Elements

The data elements required by Uniform

Guidance are incorporated in the Federal Award in Attachment 6.

This Subaward Is:
☒ Research & Development
 ☒ Subject to FFATA
 Key Personnel Per NOA

Marjan Javanbakht

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

<http://grants.nih.gov/grants/policy/nihgps/nihgps.pdf>

2. 2 CFR 200 and 45 CFR Part 75.

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

<http://grants.nih.gov/policy/notices.htm>

4. Research Terms and Conditions, as applicable and as incorporated by the Federal Awarding Agency, including any Federal Awarding Agency's Specific Requirements found:

in the attached Notice of Award

except the following:

- a. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions as references above are replaced with Terms and Conditions (1) through (4) of this Subaward page one (1).
- b. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Authorized Official Contact, shown in Attachment 3A, not less than 45 days prior to the desired effective date of the requested change.
- c. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- d. Subrecipient PI and Key Personnel (as listed above) are essential to the work conducted under this Subaward. Prior approval must be sought for a change in Subrecipient PI and Key Personnel.
- e. Prior approvals, including carry forward if restricted in Attachment 4, are to be sought from the PTE Authorized Official, shown in Attachment 3A, and not the Federal Awarding Agency.

Multiple PIs (MPI)

This subaward is subject to an MPI Leadership Plan. Both parties will follow the finalized MPI Leadership Plan.

Special Terms and Conditions:**Copyrights:**

Subrecipient grants to PTE an irrevocable, royalty-free, worldwide, non-exclusive right and license to use, reproduce, make derivative works, display, distribute copies, and perform publicly, and authorize others to do so, any copyrights or copyrighted material (including any any written progress reports and deliverables and computer software and its documentation and/or databases) first developed and/or delivered under this Subaward for the purpose of education or research, and for the purpose of meeting PTE's obligations to the U.S. Federal Government under its PTE Federal Award.

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward for the purpose of education or research, and for the purpose of meeting PTE's obligations to the U.S. Federal Government under its PTE Federal Award.

**Data Sharing and Access (Check if applicable):**

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA (or in the special terms below) and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and provided upon request.

Treatment of program income: Additive

Promoting Objectivity in Research (COI):

Subrecipient's federally-compliant Financial Conflicts of Interest policy (COI) will apply.

In applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: NIH - 42 CFR Part 50 Subpart F

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

☒ Human Subjects ☐ Vertebrate Animals ☐ No Human or Vertebrate Animals Use Allowed under this Subaward

Subrecipient agrees that any non-exempt human and/or vertebrate animal research protocol conducted under this Subaward shall be reviewed and approved by its Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable and that it will maintain current and duly approved research protocols for all periods of the Subaward involving human and/or vertebrate animal research. Subrecipient certifies that its IRB and/or IACUC are in full compliance with applicable state and federal laws and regulations. The Subrecipient certifies that any submitted IRB / IACUC approval represents a valid, approved protocol that is entirely consistent with the Project associated with this Subaward. In no event shall Subrecipient invoice or be reimbursed for any human or vertebrate animals related expenses incurred in a period where any applicable IRB / IACUC approval is not properly in place.

The PTE requires verification of IRB and/or IACUC approval be sent to the Principal Investigator as follows:

IRB

Prior to execution of this agreement

This section left intentionally blank

Additional Terms

-Subrecipient agrees to provide the PTE with supporting documentation for all invoices/expenditures sufficient to evaluate allowability and compliance to abide by the conditions on activities and restrictions on expenditure of federal funds applicable Federal Awarding Agency.

-Subrecipients may not issue any subawards to entities not already authorized under this Subaward (as shown in Attachment 5, budget) without the express prior written consent of PTE. All assurances, certifications, and terms included in this Subaward shall be flowed down to all second/lower tier subaward(s).

-This subaward is issued without a currently valid certification of Institutional Review Board (IRB) approval for this project with the following restriction: Only activities that are clearly severable and independent from activities that involve human subjects may be conducted under this award until the project has received IRB approval and certification of IRB approval has been submitted to and accepted by PTE.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment: Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 3A

Pass-Through Entity (PTE) Contacts

Subaward Number:

PTE Information

Entity Name:	The Regents of the University of California		
Legal Address:	University of California Los Angeles (UCLA), Office of Contract and Grant Administration (OCGA), 10889 Wilshire Boulevard, Suite 700, Los Angeles, CA 90095-1406		
		>>> via remote work	
Website:	https://ocga.research.ucla.edu/		

PTE Contacts

Central Email:	UCLASubawards@research.ucla.edu (note: NOT for invoices; see below for invoices)		
Principal Investigator Name:	Pamina Gorbach		
Email:		Telephone Number:	
Administrative Contact Name:	Francisco Garcia		
Email:		Telephone Number:	
COI Contact email (if different to above):	(note: NOT for invoices; see below for invoices)		
Financial Contact Name:	Ramces Jimenez		
Email:		Telephone Number:	Ramces Jimenez
Email invoices?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Invoice email (if different):	
Authorized Official Name:	Kristin Lund		
Email:		Telephone Number:	

PI Address:**Administrative Address:****Invoice Address:**

noreply@invoices.ucla.edu

(Recommended cc to the above noted PTE Financial Contact. For submission, invoices should be converted to an electronic image format (PDF preferred) and include the Subaward number.)

Attachment 3B**Subrecipient Contacts**

Subaward Number:

Subrecipient Information for FFATA reportingEntity's UEI Name: EIN No.: Institution Type: UEI: Currently registered in SAM.gov: ☒ Yes ☐ NoExempt from reporting executive compensation: ☐ Yes ☐ No (if no, complete 3Bpg2)Parent DUNS/UEI: *This section for U.S. Entities:*Zip Code [Look-up](#)Congressional District: Zip Code+4: Place of
Performance
Address:**Subrecipient Contacts**Central Email: Website: Principal Investigator Name: Marjan JavanbakhtEmail: Telephone Number: Administrative Contact Name: Email: Telephone Number: Financial Contact Name: Email: Telephone Number: Invoice/Payment Email: Authorized Official Name: Email: Telephone Number: **Legal Address:****Administrative Address:****Payment Address:**

Attachment 3B-2 Highest Compensated Officers

Only complete page if NOT Exempt from reporting executive compensation

Subaward Number:

Subrecipient:

Institution Name: Los Angeles LGBT Center

PI Name: Marjan Javanbakht

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4

Reporting and Prior Approval Terms

Subaward Number:

If box is checked, Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- ☐ Monthly technical/progress reports will be submitted to the PTE's Principal Investigator within 15 days of the end of the month.
- ☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Principal Investigator
- ☒ Annual technical/progress reports will be submitted within 90 days prior to the end of each Budget Period to the PTE's Principal Investigator. Such report shall also include a detailed budget for the next budget period, updated other support for key personnel, effort report for current budget period, certification of appropriate education in the conduct of human subject research of any new key personnel (if applicable), and annual IRB/IACUC approval (if applicable).
- ☒ A Final technical/progress report will be submitted to the PTE's Principal Investigator within 45 days of the end of the Project Period or after termination of this award, whichever comes first.
- ☒ Technical/progress reports on the project as may be required by PTE's Principal Investigator in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals in addition to those in Attachment 2:

Carryover:

Carryover is automatic

Other Reports:

- ☒ In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Financial Contact 45 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Financial Contact within 45 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency. A negative report is required upon request.
- ☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

☒ Other Special Reporting Requirements:

-Invoices should be submitted to PTE's invoice processing system via e-mail to noreply@invoices.ucla.edu, with a recommended cc to the PTE Financial Contact email address shown in Attachment 3A. For submission, invoices should be converted to an electronic image format (PDF preferred). As noted on page one, invoices that do not include the Subaward number shall be returned to Subrecipient.

- If an FCOI has been identified and reported to PTE by Subrecipient per Attachment 2, Subrecipient must submit a report on the status of the FCOI and any changes to the management plan to the PTE COI Contact in Attachment 3A at the same time that the Subrecipient's annual and final progress/technical reports referenced above are sent to the PTE's PI.

- Any increase in the major budget categories (ex. personnel, supplies, travel, and other expenses) by 10 percent of the line or more (as shown in Attachment 5) requires prior written approval of PTE's Authorized Official Contact, shown in Attachment 3A.

- Purchase of equipment, as defined in 2 CFR 200.33, is not authorized under this Subaward and requires prior written approval of PTE's Authorized Official Contact, shown in Attachment 3A.

- If the Subrecipient PI, or any Key Personnel (defined as those listed on the attached Federal Award in Attachment 7), will withdraw from the Subaward project entirely, be absent from the project during any continuous period of 3 months or more, or reduce time devoted to the project by 25 percent or more from the level that was approved at the time of initial competing year award as shown in Attachment 5, such change requires prior written approval of PTE's Authorized Official Contact, shown in Attachment 3A.

Attachment 5

Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:

Statement of Work

☐ Below ☒ Attached, 2 pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied 21.80 %	Cost Sharing No
Rate Type: Modified Total Direct Costs 	If Yes, include Amount: \$

Budget Details ☐ Below ☒ Attached, 19 pages

Cost sharing: funds counting towards satisfying cost sharing requirement must adhere to federal regulations, including but not limited to being verifiable from the records of Subrecipient. As applicable, these records must reflect how the value is placed on any third party contributions.

Budget Totals

Direct Costs	\$ See
Indirect Costs	\$ Attached
Total Costs	\$ Breakdown

All amounts are in United States Dollars

Los Angeles LGBT Center

Scope of Work

Race & Place: The Impacts of Racial Inequality on Substance Use and HIV Outcomes in Los Angeles

9/15/2024 – 7/31/2029

The staff of the Los Angeles LGBT Center (the Center) will conduct all phases of study implementation to recruit and maintain the optimal cohort. Staff will recruit, enroll, conduct study visits, coordinate retention, perform data collection and entry, provide data reports and respond to queries; and maintain participant files. Based on 10 years of experience with this cohort, we will rely on community-driven strategies to enroll new participants and retain existing participants.

The entire team works closely with UCLA administrative staff to troubleshoot, comply with protocol amendments, prepare and submit IRB documentation, and maintain compliance with good clinical practice.

The Site Supervisor and Research Coordinator schedule study visits; communicate through personalized means to remind participants of visits (e.g., text, email, phone call); coordinate all aspects of study visits; administer computer surveys; conduct targeted outreach for enrollment of new participants (through internal promotion within Center Clinics, through flyer distribution, through attending community events and meeting with other community-based organizations); and conduct screening and enrollment of new participants. The research team attends team meetings, annual local meetings and trainings as required. The research team contributes to design of advertising and outreach materials to provide community perspective on cultural competence, language, images, etc. The team meets as needed with Principal Investigators to provide feedback on retention and study operations and also to address the challenges of working with the study population that struggles with housing insecurity, substance use and other issues.

The Peer Navigator and Case Manager will address social, medical, and mental health needs of participants. Based upon our findings in the original mSTUDY cohort, this population of substance using MSM of color who are living with HIV are among the most marginalized, underserved, and stigmatized members of the LGBTQ population. To reduce high rates of homelessness, food insecurity, unemployment, lack of access to medical and mental health care, and lack of access to substance use recovery services, among other basic needs, the Peer Navigator and Case Manager will build trust with participants and work together with them to connect them to services, assist with insurance, immigration, and legal issues, and help develop trust between the participants and service providers.

The research coordinators and laboratory technician oversee phlebotomy, collection and processing of specimens, coordination with courier to arrange transfer of laboratory specimens, and packaging and shipping of specimens. The technician maintains and monitors mSTUDY medical supply inventory for specimen collection supplies.

The Site Principal Investigator and administrative/operations staff maintain adequate space and resources for study implementation; meet on a regular basis to monitor study enrollment and retention; meet with staff on a regular basis to troubleshoot study issues; maintain computer software and

equipment; perform regular maintenance and calibration on mSTUDY equipment and devices; manage and monitor budget, finance, and contractual activities; contribute to reports to funders and others as needed; collaborate with other mSTUDY investigators in the design and implementation of sub-studies; contribute to mSTUDY publications. For this study, the Site Principal Investigator will work closely with the Center's Chief Equity Officer to align the study's anti-racist framework with the agency's work on developing best practices to address the health disparities and socioeconomic impacts of system racism on the study population.

Enter name of Organization: Los Angeles LGBT Center

UEI: P81BR8HLE7C8

Budget Type: ☐ Project ☒ Subaward/Consortium

Budget Period: 1 Start Date: 07/01/2024 End Date: 06/30/2025

A. Senior/Key Person

Prefix	First	Middle	Last	Suffix	Base Salary (\$)	Months			Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
						Cal.	Acad.	Sum.			
	Marjan		Javanbakht		212,100.00	0.60			10,605.00	2,183.00	12,788.00
Project Role: PD/PI											

Additional Senior Key Persons: Total Funds requested for all Senior Key Persons in the attached file

Add Attachment Delete Attachment View Attachment

Total Senior/Key Person

12,788.00

B. Other Personnel

Number of Personnel	Project Role	Months			Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
		Cal.	Acad.	Sum.			
	Post Doctoral Associates						
	Graduate Students						
	Undergraduate Students						
	Secretarial/Clerical						
1	Director of Research	1.20			14,815.00	3,049.00	17,864.00
1	Research Administrative Coordinator	0.60			3,595.00	740.00	4,335.00
1	Laboratory Technician	1.20			7,200.00	1,482.00	8,682.00
1	Study Site Supervisor	1.20			7,608.00	1,566.00	9,174.00
1	Research Coordinator	3.00			17,977.00	3,700.00	21,677.00

Total Number Other Personnel

Total Other Personnel

Total Salary, Wages and Fringe Benefits (A+B)

61,732.00

74,520.00

C. Equipment Description

List items and dollar amount for each item exceeding \$5,000

Equipment Item	Funds Requested (\$)
<input type="text"/>	<input type="text"/>

Additional Equipment:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Add Attachment

Delete Attachment

View Attachment

Total funds requested for all equipment listed in the attached file

Total Equipment

D. Travel

Funds Requested (\$)

1. Domestic Travel Costs (Incl. Canada, Mexico and U.S. Possessions)	<input type="text"/>
2. Foreign Travel Costs	<input type="text" value="314.00"/>
Total Travel Cost	<input type="text" value="314.00"/>

E. Participant/Trainee Support Costs

Funds Requested (\$)

1. Tuition/Fees/Health Insurance	<input type="text"/>
2. Stipends	<input type="text"/>
3. Travel	<input type="text"/>
4. Subsistence	<input type="text"/>
5. Other	<input type="text"/>
<input type="text"/> Number of Participants/Trainees	<input type="text"/>
Total Participant/Trainee Support Costs	<input type="text"/>

F. Other Direct Costs			Funds Requested (\$)
1.	Materials and Supplies		14,800.00
2.	Publication Costs		
3.	Consultant Services		
4.	ADP/Computer Services		
5.	Subawards/Consortium/Contractual Costs		
6.	Equipment or Facility Rental/User Fees		
7.	Alterations and Renovations		
8.	Client Services: Food, Transportation		11,000.00
9.	Participant Incentives		10,600.00
10.	Laboratory Testing		4,933.00
11.	Software License		2,000.00
12.	Facilities: Building Maintenance & Security		7,414.00
13.			
14.			
15.			
16.			
17.			
Total Other Direct Costs			50,747.00
G. Direct Costs			Funds Requested (\$)
Total Direct Costs (A thru F)			125,581.00
H. Indirect Costs			
Indirect Cost Type	Indirect Cost Rate (%)	Indirect Cost Base (\$)	Funds Requested (\$)
Federally Negotiated NICRA	21.80	74,520.00	16,245.00
Total Indirect Costs			16,245.00
I. Total Direct and Indirect Costs			
Total Direct and Indirect Institutional Costs (G + H)			Funds Requested (\$)
			141,826.00
J. Fee			
			Funds Requested (\$)
K. Total Costs and Fee			
Total Costs and Fee (I + J)			Funds Requested (\$)
			141,826.00
L. Budget Justification			
(Only attach one file.)			
Budget Justification NIDA REI - LA LGE		Add Attachment	Delete Attachment
			View Attachment

Cognizant Federal Agency
(Agency Name, POC Name, and
POC Phone Number)

RESEARCH & RELATED BUDGET - Budget Period 2

OMB Number: 4040-0001
Expiration Date: 11/30/2025

Enter name of Organization: Los Angeles LGBT Center

UEI: P81BR8HLEB7C8

Budget Type: ☐ Project ☒ Subaward/Consortium

Budget Period: 2 Start Date: 07/01/2025 End Date: 06/30/2026

A. Senior/Key Person

Prefix	First	Middle	Last	Suffix	Base Salary (\$)	Cal.	Acad.	Sum.	Months	Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
	Marjan		Javanbakht		212,100.00		0.60			10,605.00	2,873.00	13,478.00
Project Role: PD/PI												

Additional Senior Key Persons: Total Funds requested for all Senior Key Persons in the attached file

Add Attachment

Delete Attachment

View Attachment

Total Senior/Key Person

13,478.00

B. Other Personnel

Number of Personnel	Project Role	Cal.	Acad.	Sum.	Months	Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
	Post Doctoral Associates							
	Graduate Students							
	Undergraduate Students							
	Secretarial/Clerical							
1	Director of Research	1.20				15,275.00	4,138.00	19,413.00
1	Research Administrative Coordinator	0.60				3,698.00	1,003.00	4,701.00
1	Laboratory Technician	1.20				7,423.00	2,011.00	9,434.00
1	Study Site Supervisor	6.00				39,223.00	10,625.00	49,848.00
1	Research Coordinator	9.00				55,474.00	15,028.00	70,502.00
3	Peer Navigator	9.00				53,703.00	14,547.00	68,250.00

Total Number Other Personnel

Total Other Personnel

222,148.00

Total Salary, Wages and Fringe Benefits (A+B)

235,626.00

C. Equipment Description

List items and dollar amount for each item exceeding \$5,000

Equipment item	Funds Requested (\$)
<input type="text"/>	<input type="text"/>

Additional Equipment:

<input type="text"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
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Total funds requested for all equipment listed in the attached file

<input type="text"/>
<input type="text"/>

Total Equipment

D. Travel

	Funds Requested (\$)
1. Domestic Travel Costs (Incl. Canada, Mexico and U.S. Possessions)	<input type="text"/>
2. Foreign Travel Costs	<input type="text" value="314.00"/>
Total Travel Cost	<input type="text" value="314.00"/>

E. Participant/Trainee Support Costs

	Funds Requested (\$)
1. Tuition/Fees/Health Insurance	<input type="text"/>
2. Stipends	<input type="text"/>
3. Travel	<input type="text"/>
4. Subsistence	<input type="text"/>
5. Other	<input type="text"/>
<input type="text"/> Number of Participants/Trainees	<input type="text"/>
Total Participant/Trainee Support Costs	<input type="text"/>

F. Other Direct Costs		Funds Requested (\$)
1. Materials and Supplies		7,000.00
2. Publication Costs		
3. Consultant Services		
4. ADP/Computer Services		
5. Subawards/Consortium/Contractual Costs		
6. Equipment or Facility Rental/User Fees		
7. Alterations and Renovations		
8. Client Services: Food, Transportation		13,750.00
9. Participant Incentives		42,500.00
10. Laboratory Testing		24,663.00
11. Facilities: Building Maintenance & Security		23,442.00
12.		
13.		
14.		
15.		
16.		
17.		
Total Other Direct Costs		111,355.00
G. Direct Costs		Funds Requested (\$)
Total Direct Costs (A thru F)		347,295.00
H. Indirect Costs		
Indirect Cost Type	Indirect Cost Rate (%)	Indirect Cost Base (\$)
Federally Negotiated NICRA	21.80	235,626.00
Total Indirect Costs		51,366.00
Cognizant Federal Agency (Agency Name, POC Name, and POC Phone Number)		
I. Total Direct and Indirect Costs		Funds Requested (\$)
Total Direct and Indirect Institutional Costs (G + H)		398,661.00
J. Fee		Funds Requested (\$)
K. Total Costs and Fee		Funds Requested (\$)
Total Costs and Fee (I + J)		398,661.00
L. Budget Justification		
(Only attach one file.)		
Budget Justification NIDA REI - LA LGE	Add Attachment	Delete Attachment
		View Attachment

RESEARCH & RELATED BUDGET - Budget Period 3

OMB Number: 4040-0001
Expiration Date: 11/30/2025

Enter name of Organization: Los Angeles LGBT Center

UEI: P81BR8HLEB7C8

Budget Type: ☐ Project ☒ Subaward/Consortium

Budget Period: 3 Start Date: 07/01/2026 End Date: 06/30/2027

A. Senior/Key Person

Prefix	First	Middle	Last	Suffix	Base Salary (\$)	Cal.	Acad.	Sum.	Months	Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
	Marjan		Javanbakht		212,100.00		0.60			10,605.00	3,081.00	13,686.00
Project Role: PD/PI												

Additional Senior Key Persons: Total Funds requested for all Senior Key Persons in the attached file

Add Attachment

Delete Attachment

View Attachment

Total Senior/Key Person

13,686.00

B. Other Personnel

Number of Personnel	Project Role	Cal.	Acad.	Sum.	Months	Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
	Post Doctoral Associates							
	Graduate Students							
	Undergraduate Students							
	Secretarial/Clerical							
1	Director of Research	1.20				15,870.00	4,611.00	20,481.00
1	Research Administrative Coordinator	0.60				3,833.00	1,114.00	4,947.00
1	Laboratory Technician	1.20				7,712.00	2,241.00	9,953.00
1	Study Site Supervisor	6.00				40,750.00	11,840.00	52,590.00
1	Research Coordinator	9.00				57,493.00	16,702.00	74,195.00
3	Peer Navigator	18.00				111,183.00	32,304.00	143,487.00

Total Number Other Personnel

8

Total Other Personnel

305,653.00

Total Salary, Wages and Fringe Benefits (A+B)

319,339.00

C. Equipment Description

List items and dollar amount for each item exceeding \$5,000

Equipment Item	Funds Requested (\$)
<input type="text"/>	<input type="text"/>

Additional Equipment:

<input type="text"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
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Total funds requested for all equipment listed in the attached file

Total Equipment	<input type="text"/>
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D. Travel

	Funds Requested (\$)
1. Domestic Travel Costs (Incl. Canada, Mexico and U.S. Possessions)	<input type="text"/>
2. Foreign Travel Costs	<input type="text" value="314.00"/>
Total Travel Cost	<input type="text" value="314.00"/>

E. Participant/Trainee Support Costs

	Funds Requested (\$)
1. Tuition/Fees/Health Insurance	<input type="text"/>
2. Stipends	<input type="text"/>
3. Travel	<input type="text"/>
4. Subsistence	<input type="text"/>
5. Other <input type="text"/>	<input type="text"/>
<input type="text"/> Number of Participants/Trainees	<input type="text"/>
Total Participant/Trainee Support Costs	<input type="text"/>

F. Other Direct Costs		Funds Requested (\$)
1. Materials and Supplies		7,000.00
2. Publication Costs		
3. Consultant Services		
4. ADP/Computer Services		
5. Subawards/Consortium/Contractual Costs		
6. Equipment or Facility Rental/User Fees		
7. Alterations and Renovations		
8. Client Services: Food, Transportation		13,750.00
9. Participant Incentives		42,500.00
10. Laboratory Testing		24,663.00
11. Facilities: Building Maintenance & Security		31,770.00
12.		
13.		
14.		
15.		
16.		
17.		
Total Other Direct Costs		119,683.00
G. Direct Costs		Funds Requested (\$)
Total Direct Costs (A thru F)		439,336.00
H. Indirect Costs		
Indirect Cost Type	Indirect Cost Rate (%)	Indirect Cost Base (\$)
Federally Negotiated NICRA	21.80	319,339.00
Total Indirect Costs		69,616.00
Cognizant Federal Agency (Agency Name, POC Name, and POC Phone Number)		
I. Total Direct and Indirect Costs		Funds Requested (\$)
Total Direct and Indirect Institutional Costs (G + H)		508,952.00
J. Fee		Funds Requested (\$)
K. Total Costs and Fee		Funds Requested (\$)
Total Costs and Fee (I + J)		508,952.00
L. Budget Justification		
(Only attach one file.)		
Budget Justification NIDA REI - LA LGE	Add Attachment	Delete Attachment
		View Attachment

RESEARCH & RELATED BUDGET - Budget Period 4

OMB Number: 4040-0001
Expiration Date: 11/30/2025

UEI: P81BR8HLEB7C8

Enter name of Organization:

Los Angeles LGBT Center

Budget Type: ☐ Project ☒ Subaward/Consortium

Budget Period: 4 Start Date: 07/01/2027 End Date: 06/30/2028

A. Senior/Key Person

Prefix	First	Middle	Last	Suffix	Base Salary (\$)	Months		Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
						Cal.	Acad. Sum.			
	Marjan		Javanbakht		212,100.00	0.60		10,605.00	3,216.00	13,821.00
Project Role: PD/PI										

Additional Senior Key Persons:

Total Funds requested for all Senior Key Persons in the attached file

Add Attachment

Delete Attachment

View Attachment

Total Senior/Key Person

13,821.00

B. Other Personnel

Number of Personnel	Project Role	Months		Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
		Cal.	Acad. Sum.			
	Post Doctoral Associates					
	Graduate Students					
	Undergraduate Students					
	Secretarial/Clerical					
1	Director of Research	1.20		16,425.00	4,982.00	21,407.00
1	Research Administrative Coordinator	0.60		3,958.00	1,201.00	5,159.00
1	Laboratory Technician	1.20		7,982.00	2,421.00	10,403.00
1	Study Site Supervisor	6.00		42,176.00	12,792.00	54,968.00
1	Research Coordinator	9.00		59,434.00	18,026.00	77,460.00
3	Peer Navigator	18.00		114,798.00	34,818.00	149,616.00

Total Number Other Personnel

8

Total Other Personnel

319,013.00

Total Salary, Wages and Fringe Benefits (A+B)

332,834.00

C. Equipment Description

List items and dollar amount for each item exceeding \$5,000

Equipment item	Funds Requested (\$)
<input type="text"/>	<input type="text"/>

Additional Equipment:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total funds requested for all equipment listed in the attached file			<input type="text"/>
Total Equipment			<input type="text"/>

D. Travel

	Funds Requested (\$)
1. Domestic Travel Costs (Incl. Canada, Mexico and U.S. Possessions)	<input type="text"/>
2. Foreign Travel Costs	<input type="text"/>
Total Travel Cost	<input type="text"/>

E. Participant/Trainee Support Costs

	Funds Requested (\$)
1. Tuition/Fees/Health Insurance	<input type="text"/>
2. Stipends	<input type="text"/>
3. Travel	<input type="text"/>
4. Subsistence	<input type="text"/>
5. Other	<input type="text"/>
<input type="text"/> Number of Participants/Trainees	<input type="text"/>
Total Participant/Trainee Support Costs	<input type="text"/>

F. Other Direct Costs			Funds Requested (\$)
1.	Materials and Supplies		7,000.00
2.	Publication Costs		
3.	Consultant Services		
4.	ADP/Computer Services		
5.	Subawards/Consortium/Contractual Costs		
6.	Equipment or Facility Rental/User Fees		
7.	Alterations and Renovations		
8.	Client Services: Food, Transportation		13,750.00
9.	Participant Incentives		44,600.00
10.	Laboratory Testing		24,663.00
11.	Facilities: Building Maintenance & Security		33,113.00
12.			
13.			
14.			
15.			
16.			
17.			
Total Other Direct Costs			123,126.00
G. Direct Costs			Funds Requested (\$)
Total Direct Costs (A thru F)			456,274.00
H. Indirect Costs			
Indirect Cost Type		Indirect Cost Rate (%)	Indirect Cost Base (\$)
Federally Negotiated NICRA		21.80	332,834.00
			72,558.00
Total Indirect Costs			72,558.00
Cognizant Federal Agency (Agency Name, POC Name, and POC Phone Number)			
I. Total Direct and Indirect Costs			
Total Direct and Indirect Institutional Costs (G + H)			Funds Requested (\$)
			528,832.00
J. Fee			
			Funds Requested (\$)
K. Total Costs and Fee			
Total Costs and Fee (I + J)			Funds Requested (\$)
			528,832.00
L. Budget Justification			
(Only attach one file.)			
Budget Justification NIDA REI - LA LGE		Add Attachment	Delete Attachment
			View Attachment

RESEARCH & RELATED BUDGET - Budget Period 5

OMB Number: 4040-0001
Expiration Date: 11/30/2025

UEI: P81BR8HLEB7C8

Enter name of Organization:

Los Angeles LGBT Center

Budget Type: ☐ Project ☒ Subaward/Consortium

Budget Period: 5

Start Date:

07/01/2028

End Date:

06/30/2029

A. Senior/Key Person

Prefix	First	Middle	Last	Suffix	Base Salary (\$)	Months		Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
						Cal.	Acad. Sum.			
	Marjan		Javanbakht		212,100.00	0.60		10,605.00	3,439.00	14,044.00
Project Role: PD/PI										

Additional Senior Key Persons:

Total Funds requested for all Senior Key Persons in the attached file

Add Attachment

Delete Attachment

View Attachment

Total Senior/Key Person

B. Other Personnel

Number of Personnel	Project Role	Months		Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
		Cal.	Acad. Sum.			
	Post Doctoral Associates					
	Graduate Students					
	Undergraduate Students					
	Secretarial/Clerical					
1	Director of Research	0.60		8,500.00	2,757.00	11,257.00
1	Research Administrative Coordinator	0.60		4,091.00	1,328.00	5,419.00
1	Laboratory Technician	1.20		8,262.00	2,679.00	10,941.00
1	Study Site Supervisor	6.00		43,652.00	14,157.00	57,809.00
1	Research Coordinator	9.00		61,514.00	19,949.00	81,463.00
3	Peer Navigator	18.00		118,530.00	38,439.00	156,969.00

Total Number Other Personnel

Total Other Personnel

Total Salary, Wages and Fringe Benefits (A+B)

C. Equipment Description

List items and dollar amount for each item exceeding \$5,000

Equipment Item	Funds Requested (\$)
<input type="text"/>	<input type="text"/>

Additional Equipment:

<input type="text"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
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Total funds requested for all equipment listed in the attached file

Total Equipment	<input type="text"/>
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D. Travel

	Funds Requested (\$)
1. Domestic Travel Costs (Incl. Canada, Mexico and U.S. Possessions)	<input type="text"/>
2. Foreign Travel Costs	<input type="text" value="157.00"/>
Total Travel Cost	<input type="text" value="157.00"/>

E. Participant/Trainee Support Costs

	Funds Requested (\$)
1. Tuition/Fees/Health Insurance	<input type="text"/>
2. Stipends	<input type="text"/>
3. Travel	<input type="text"/>
4. Subsistence	<input type="text"/>
5. Other	<input type="text"/>
<input type="text"/> Number of Participants/Trainees	<input type="text"/>
Total Participant/Trainee Support Costs	<input type="text"/>

F. Other Direct Costs			Funds Requested (\$)
1.	Materials and Supplies		4,000.00
2.	Publication Costs		
3.	Consultant Services		
4.	ADP/Computer Services		
5.	Subawards/Consortium/Contractual Costs		
6.	Equipment or Facility Rental/User Fees		
7.	Alterations and Renovations		
8.	Client Services: Food, Transportation		6,875.00
9.	Participant Incentives		21,250.00
10.	Laboratory Testing		12,825.00
11.	Facilities: Building Maintenance & Security		33,617.00
12.			
13.			
14.			
15.			
16.			
17.			
Total Other Direct Costs			78,567.00
G. Direct Costs			Funds Requested (\$)
Total Direct Costs (A thru F)			416,626.00
H. Indirect Costs			
Indirect Cost Type		Indirect Cost Rate (%)	Indirect Cost Base (\$)
Federally Negotiated NICRA		21.80	337,902.00
			73,663.00
Total Indirect Costs			73,663.00
Cognizant Federal Agency (Agency Name, POC Name, and POC Phone Number)			
I. Total Direct and Indirect Costs			
Total Direct and Indirect Institutional Costs (G + H)			Funds Requested (\$)
			490,289.00
J. Fee			
			Funds Requested (\$)
K. Total Costs and Fee			
Total Costs and Fee (I + J)			Funds Requested (\$)
			490,289.00
L. Budget Justification			
(Only attach one file.)			
Budget Justification NIDA REI - LA LGE		Add Attachment	Delete Attachment
			View Attachment

RESEARCH & RELATED BUDGET - Cumulative Budget

	Totals (\$)
Section A, Senior/Key Person	67,817.00
Section B, Other Personnel	1,232,404.00
Total Number Other Personnel	37
Total Salary, Wages and Fringe Benefits (A+B)	1,300,221.00
Section C, Equipment	
Section D, Travel	1,413.00
1. Domestic	
2. Foreign	1,413.00
Section E, Participant/Trainee Support Costs	
1. Tuition/Fees/Health Insurance	
2. Stipends	
3. Travel	
4. Subsistence	
5. Other	
6. Number of Participants/Trainees	
Section F, Other Direct Costs	483,478.00
1. Materials and Supplies	39,800.00
2. Publication Costs	
3. Consultant Services	
4. ADP/Computer Services	
5. Subawards/Consortium/Contractual Costs	
6. Equipment or Facility Rental/User Fees	
7. Alterations and Renovations	
8. Other 1	59,125.00
9. Other 2	161,450.00
10. Other 3	91,747.00
11. Other 4	123,942.00
12. Other 5	7,414.00
13. Other 6	
14. Other 7	
15. Other 8	
16. Other 9	
17. Other 10	

1,785,112.00
283,448.00
2,068,560.00
2,068,560.00

Section G, Direct Costs (A thru F)

Section H, Indirect Costs

Section I, Total Direct and Indirect Costs (G + H)

Section J, Fee

Section K, Total Costs and Fee (I + J)

BUDGET JUSTIFICATION**KEY PERSONNEL**

Marjan Javanbakht, PhD. – Site Principal Investigator (.6 calendar months, Years 1-5): Dr. Javanbakht is a faculty researcher at the Los Angeles LGBT Center and an Adjunct Professor at the UCLA Fielding School of Public Health, Department of Epidemiology. Dr. Javanbakht has been a key member of the mSTUDY administrative team since the beginning of the study, playing a major role in the study design, ongoing modification of quantitative survey tools, stewardship of study data, management of data cleaning and analysis. She was funded for an R21 mSTUDY sub study examining the impact of anti-bacterial mouthwash on Gonorrhoea incidence in the mSTUDY cohort. She has contributed to numerous mSTUDY peer reviewed publications. In her role as Site Principal Investigator for the proposed research, Dr. Javanbakht will be responsible for overall research design, conduct, study team management, analyses, dissemination, and adherence of the study to the community based participatory principles that guide the Center's research program.

PERSONNEL

TBD - Peer navigator 1 (0 CM in Year 1, 3 CM in Year 2, 6 CM in years 3-5) The Peer Navigator will be an individual with lived experience and someone who identifies as a sexual minority male (SMM) who will work with the mSTUDY participants to link them to the services and support they need to improve their HIV and substance use outcomes. They will be knowledgeable about the resources available for SMM living with HIV and who use drugs. They will collaborate with the mSTUDY study coordinator and team to maintain contact with a sub-set of the study participants that they are assigned to. They will meet with mSTUDY participants at all the LGBT Center community sites.

TBD - Peer navigator 2 (0 CM in Year 1, 3 CM in Year 2, 6 CM in years 3-5) The Peer Navigator will be an individual with lived experience and someone who identifies as a sexual minority male (SMM) who will work with the mSTUDY participants to link them to the services and support they need to improve their HIV and substance use outcomes. They will be knowledgeable about the resources available for SMM living with HIV and who use drugs. They will collaborate with the mSTUDY study coordinator and team to maintain contact with a sub-set of the study participants that they are assigned to. They will meet with mSTUDY participants at all the LGBT Center community sites.

TBD - Peer navigator 3 (0 CM in Year 1, 3 CM in Year 2, 6 CM in years 3-5) The Peer Navigator will be an individual with lived experience and someone who identifies as a sexual minority male (SMM) who will work with the mSTUDY participants to link them to the services and support they need to improve their HIV and substance use outcomes. They will be knowledgeable about the resources available for SMM living with HIV and who use drugs. They will collaborate with the mSTUDY study coordinator and team to maintain contact with a sub-set of the study participants that they are assigned to. They will meet with mSTUDY participants at all the LGBT Center community sites.

Risa Flynn – Director of Research (1.2 CM Yrs.1-5) Ms. Flynn is the Director of Clinical Research at the Los Angeles LGBT Center and has over 25 years of research administration experience in clinical, biobehavioral, and biomedical research, health policy, health education, and public health. Ms. Flynn has directed mSTUDY implementation at the Center since 2014. She will continue to manage administrative, contractual, fiscal, and site regulatory activities. She will serve as the primary point of contact with the UCLA and UCSB study teams and manage communication between and among the project sites. She will manage recruitment, hiring and training for study staff, organize and participate in all site study meetings, and integrate study activities into the workflow of the Center's clinic and community sites.

Mika Baumgardner – Research Administrative Coordinator (1.2 CM years 1-4, .6 CM Year 5) Mr. Baumgardner has served in this role for 2 years in support of all LA LGBT Center clinical and biobehavioral studies. They will provide administrative support including: general and medical supply ordering and inventory, maintenance of regulatory documents, meeting scheduling and agendas, annual grant reporting, manage

participant incentives and tracking, support recruitment outreach and events at community sites, coordinate development and production of advertising materials and manage study presence on social media.

Susy Arreola – Laboratory Technician (1.2 CM Years 1-5) Ms. Arreola has served as the mSTUDY cohort phlebotomist and lab technician for ten years. She will perform specimen collection, processing, storage, shipping, record keeping, LDMS data entry, and query resolution.

Enrique Castrejon- Study Site Supervisor (1.2 CM Year 1, 6 CM Years 2-5) Mr. Castrejon was a research coordinator on the mSTUDY team since the study's beginning in 2014 and took over the role of Site Study Supervisor in 2019. Mr. Castrejon has developed relationships with participants built upon trust and respect; his continued leadership of the study will ensure retention and successful recruitment of the new cohort. He supervises study implementation to ensure strict adherence to protocol, quality control, successful recruitment, and optimal retention. He has primary responsibility for design of recruitment and retention strategies, training, technology infrastructure implementation and troubleshooting. He will manage operational communications with the UCLA and UCSB administrative staff, all study tracking documents, data entry into OpenClinica and SISTAT. He responds to requests for data, reports, and study updates; monitors and adjusts workflow as needed for optimal use of resources. He leads internal weekly meetings, all-site meetings, and others as assigned.

Jacqueline Lewis – Research Coordinator (3 CM Year 1, 9 CM Years 2 – 5) Ms. Lewis has served as Research Coordinator for the mSTUDY cohort since 2020. She will continue to support outreach, recruitment, enrollment, retention activities and all phases of study implementation. She schedules participants, places reminder calls/emails, conducts the visit, coordinates administration of the ACASI, manages participant incentives, contacts the courier for specimen pick up, enters data into OPENCLINICA, LDMS, SISTAT data platforms as well as site tracking documents. She attends weekly internal site meetings, bi-monthly all-site meetings, and others as assigned.

OTHER

Participant Food – (\$26,875 total: \$5,000 in Year 1, \$6250 in years 2-4, \$3125 in Year 5)

Based upon profiles of current mSTUDY cohort, approximately 75% of the cohort is expected to report at least some food insecurity. 75% of year 1 cohort (N = 200) will be offered grocery store gift cards in the amount of \$15 and 25% of year 1 cohort will be offered grocery store gift cards in the amount of \$5.00. In years 2 – 4, 75% of cohort (N=250) will be offered grocery store gift cards in the amount of \$15 and 25% of cohort will be offered grocery store gift cards in the amount of \$5. In year 5, 75% of cohort (N= 125) will be offered grocery store gift cards in the amount of \$15 and 25% of year 5 cohort will be offered grocery store gift cards in the amount of \$5.00.

Participant Travel – (\$32,250 total: \$6,00 in year 1, \$7500 in years 2 – 4, and \$3750 in Year 5) Funds are requested to support participant travel for study visits. In year 1, we'll reimburse 200 participants \$15 per visit x 2 visits = \$6,000. In years 2 – 4, we'll reimburse 250 participants \$15 per visit x 2 visits = \$7500. In year 5 we'll reimburse 125 participants \$15 per visit x 2 visits = \$3,750.

Participant Incentives

Incentives for Qualitative Interviews (\$2100 in year 1 and \$2100 in Year 4)

30 participants and 30 providers will be invited to participate in qualitative interviews in Years 1 and 4. They will be compensated \$35 for their time. $60 \times 2 \times \$35 = \4200

Incentives for study visits (\$157,250 total: \$8500 in year 1, \$42,500 in years 2-4, and \$21,250 in Year 5)

$50 \text{ participants} \times \$85 \times 2 \text{ visits} = \8500 in Year 1; $250 \text{ participants} \times \$85 \times 2 \text{ visits} = \$42,500$ in years 2-4; $125 \text{ participants} \times \$85 \times 2 \text{ visits} = \$21,250$ in Year 5.

Laboratory Tests (\$91,745 total: \$4933 in Year 1, \$24,663 in Years 2-4, and \$12,825 in Year 5)

We will test for HIV viral load, CD4 count, and substance use. Estimating that about 50% of the cohort will be in HIV care at the Center, we'll be able to abstract the HIV outcomes data from electronic medical records so we've budgeted for outside lab costs for the other half of the cohort. Lab tests @ \$98.65 per participant x 25 participants x 2 visits in Year 1 = \$4933; Lab tests @ \$98.65 per participant x 125 participants x 2 visits = \$24,633 in years 2-4; Lab tests @\$98.65 x 85 participants x 2 visits = \$12,825 in year 5.

Supplies - General (\$9000 - \$5,000 Year 1 and \$1,000 in each of Years 2-5)

We request funding for general supplies including paper, envelopes, postage, filing supplies, photocopy costs, minor office equipment, birthday/holiday cards for participant retention, etc. Costs estimated at \$36 per participant (N = 250) for 2 visits per year over 5 years.

Supplies – Medical (\$25,800 - \$4800 in year 1, \$6000 in years 2-4, and \$3000 in Year 5) We request funding for medical supplies including phlebotomy equipment (needles, syringes, tubes, tourniquets, etc.), biohazard bags, dry ice for shipping, cryovials, labels, barcode scanner, etc. Medical supplies are estimated at \$12 per participant: 200 participants x \$12 x 2 visits in year 1 = \$4800; 250 participants x \$12 x 2 visits in years 2 – 4 = \$6000 per year; 125 participants x \$12 x 2 visits in year 5 = \$3000.

Computer Equipment (\$5,000 in Year 1)

We request funding for 2 laptop computers and associated equipment @ \$2,500 each for the Peer Navigator and Case Manager.

Software License (\$2,000 in Year 2)

We request funding to support the cost of the *Clinical Conductor* clinical research management system software platform, used to schedule and track participant visits, generate visit windows, manage staff resources, and send visit reminders.

Mileage (\$314 in years 1-4, \$157 in Year 5)

We request funding to reimburse staff for travel between the Center's community sites. We request funding for 2 staff to make 1 trip per month: 2 staff x 20 miles average per trip x 12 trips annually x .655 per mile reimbursement = \$314 in Years 1 – 4; funding is requested for 6 months' worth of mileage in year 5.

Allocated Facilities Costs (\$7,414 in Year 1, \$23,442 in year 2, \$31,770 in Year 3, \$33,113 in Year 4, \$33,617 in Year 5) This budgeted element represents the costs of the operation, maintenance, and security of the space used solely for the funded activity. These costs are required to ensure that services are provided in a clean, safe, and operational environment. Costs reflected in the budgeted amount are provisional and are not included in agency indirect expenses. These costs are based on the number of FTEs and space occupied for the project.

Indirect Costs (\$16,245 in Year 1, \$51,366 in Year 2, \$69,616 in Year 3, \$72,558 in Year 4, \$73,663 in Year 5) Indirect costs are calculated at our federally negotiated NICRA rate of 21.8% of personnel costs.

Attachment 6

Notice of Award (NOA) and any additional documents

- ☒ The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- ☐ Not incorporating the NOA or any additional documentation to this Subaward.



Recipient Information

1. Recipient Name

UNIVERSITY OF CALIFORNIA, LOS ANGELES
10889 WILSHIRE BLVD STE 700
LOS ANGELES, CA 90024

2. Congressional District of Recipient

36

3. Payment System Identifier (ID)

1956006143A1

4. Employer Identification Number (EIN)

956006143

5. Data Universal Numbering System (DUNS)

092530369

6. Recipient's Unique Entity Identifier

RN64EPNH8JC6

7. Project Director or Principal Investigator

Pamina Mae Gorbach, DRPH (Contact)
Professor
pgorbach@ucla.edu
310-794-2555

8. Authorized Official

[REDACTED]

Federal Agency Information

9. Awarding Agency Contact Information

[REDACTED]

10. Program Official Contact Information

[REDACTED]

Federal Award Information

11. Award Number

1R01DA061345-01

12. Unique Federal Award Identification Number (FAIN)

R01DA061345

13. Statutory Authority

42 USC 241 42 CFR 52

14. Federal Award Project Title

Race & Place: The Impacts of Racial Inequality on Substance Use and HIV Outcomes in Los Angeles

15. Assistance Listing Number

93.279

16. Assistance Listing Program Title

Drug Abuse and Addiction Research Programs

17. Award Action Type

New Competing

18. Is the Award R&D?

Yes

Summary Federal Award Financial Information

19. Budget Period Start Date 09/15/2024 – End Date 07/31/2025

20. Total Amount of Federal Funds Obligated by this Action

\$439,153

20 a. Direct Cost Amount

\$346,066

20 b. Indirect Cost Amount

\$93,087

21. Authorized Carryover

22. Offset

23. Total Amount of Federal Funds Obligated this budget period

\$439,153

24. Total Approved Cost Sharing or Matching, where applicable

\$0

25. Total Federal and Non-Federal Approved this Budget Period

\$439,153

26. Project Period Start Date 09/15/2024 – End Date 07/31/2029

27. Total Amount of the Federal Award including Approved Cost

\$439,153

Sharing or Matching this Project Period

28. Authorized Treatment of Program Income

Additional Costs

29. Grants Management Officer - Signature

[REDACTED]

30. Remarks

Acceptance of this award, including the "Terms and Conditions," is acknowledged by the recipient when funds are drawn down or otherwise requested from the grant payment system.



RESEARCH
Department of Health and Human Services
National Institutes of Health

Notice of Award



NATIONAL INSTITUTE ON DRUG ABUSE

SECTION I – AWARD DATA – 1R01DA061345-01

Principal Investigator(s):

Pamina Mae Gorbach (contact), DRPH
Marjan Javanbakht, PHD
Terrell Winder, PHD

Award e-mailed to: awards@research.ucla.edu

Dear Authorized Official:

The National Institutes of Health hereby awards a grant in the amount of \$439,153 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to UNIVERSITY OF CALIFORNIA LOS ANGELES in support of the above referenced project. This award is pursuant to the authority of 42 USC 241 42 CFR 52 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award, including the "Terms and Conditions," is acknowledged by the recipient when funds are drawn down or otherwise requested from the grant payment system.

Each publication, press release, or other document about research supported by an NIH award must include an acknowledgment of NIH award support and a disclaimer such as "Research reported in this publication was supported by the National Institute On Drug Abuse of the National Institutes of Health under Award Number R01DA061345. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Institutes of Health." Prior to issuing a press release concerning the outcome of this research, please notify the NIH awarding IC in advance to allow for coordination.

Award recipients must promote objectivity in research by establishing standards that provide a reasonable expectation that the design, conduct and reporting of research funded under NIH awards will be free from bias resulting from an Investigator's Financial Conflict of Interest (FCOI), in accordance with the 2011 revised regulation at 42 CFR Part 50 Subpart F. The Institution shall submit all FCOI reports to the NIH through the eRA Commons FCOI Module. The regulation does not apply to Phase I Small Business Innovative Research (SBIR) and Small Business Technology Transfer (STTR) awards. Consult the NIH website <http://grants.nih.gov/grants/policy/coi/> for a link to the regulation and additional important information.

If you have any questions about this award, please direct questions to the Federal Agency contacts.

Sincerely yours,


Grants Management Officer
NATIONAL INSTITUTE ON DRUG ABUSE

Additional information follows

Cumulative Award Calculations for this Budget Period (U.S. Dollars)

Federal Direct Costs	\$346,066
Federal F&A Costs	\$93,087
Approved Budget	\$439,153
Total Amount of Federal Funds Authorized (Federal Share)	\$439,153
TOTAL FEDERAL AWARD AMOUNT	\$439,153

AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$439,153
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SUMMARY TOTALS FOR ALL YEARS (for this Document Number)		
YR	THIS AWARD	CUMULATIVE TOTALS
1	\$439,153	\$439,153
2	\$647,451	\$647,451
3	\$723,562	\$723,562
4	\$725,865	\$725,865
5	\$695,843	\$695,843

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

Fiscal Information:

Payment System Identifier:	1956006143A1
Document Number:	RDA061345A
PMS Account Type:	P (Subaccount)
Fiscal Year:	2024

IC	CAN	2024	2025	2026	2027	2028
DA	8472628	\$439,153	\$647,451	\$723,562	\$725,865	\$695,843

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

NIH Administrative Data:

PCC: CM/ALW / **OC:** 41021 / **Released:** 08/28/2024
Award Processed: 09/05/2024 12:31:06 AM

SECTION II – PAYMENT/HOTLINE INFORMATION – 1R01DA061345-01

For payment and HHS Office of Inspector General Hotline information, see the NIH Home Page at <http://grants.nih.gov/grants/policy/awardconditions.htm>

SECTION III – STANDARD TERMS AND CONDITIONS – 1R01DA061345-01

This award is based on the application submitted to, and as approved by, NIH on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- The grant program legislation and program regulation cited in this Notice of Award.
- Conditions on activities and expenditure of funds in other statutory requirements, such as those included in appropriations acts.
- 45 CFR Part 75.
- National Policy Requirements and all other requirements described in the NIH Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- Federal Award Performance Goals: As required by the periodic report in the RPPR or in the final progress report when applicable.
- This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

(See NIH Home Page at <http://grants.nih.gov/grants/policy/awardconditions.htm> for certain references cited above.)

Research and Development (R&D): All awards issued by the National Institutes of Health (NIH) meet the definition of “Research and Development” at 45 CFR Part§ 75.2. As such, auditees should identify NIH awards as part of the R&D cluster on the Schedule of Expenditures of Federal Awards (SEFA). The auditor should test NIH awards for compliance as instructed in Part V, Clusters of Programs. NIH recognizes that some awards may have another classification for purposes of indirect costs. The auditor is not required to report the disconnect (i.e., the award is classified as R&D for Federal Audit Requirement purposes but non-research for indirect cost rate purposes), unless the auditee is charging indirect costs at a rate other than the rate(s) specified in the award document(s).

This institution is a signatory to the Federal Demonstration Partnership (FDP) Phase VII Agreement which requires active institutional participation in new or ongoing FDP demonstrations and pilots.

An unobligated balance may be carried over into the next budget period without Grants Management Officer prior approval.

This grant is subject to Streamlined Noncompeting Award Procedures (SNAP).

This award is subject to the requirements of 2 CFR Part 25 for institutions to obtain a unique entity identifier (UEI) and maintain an active registration in the System for Award Management (SAM). Should a consortium/subaward be issued under this award, a UEI requirement must be included. See <http://grants.nih.gov/grants/policy/awardconditions.htm> for the full NIH award term implementing this requirement and other additional information.

This award has been assigned the Federal Award Identification Number (FAIN) R01DA061345. Recipients must document the assigned FAIN on each consortium/subaward issued under this award.

Based on the project period start date of this project, this award is likely subject to the Transparency Act subaward and executive compensation reporting requirement of 2 CFR Part 170. There are conditions that may exclude this award; see <http://grants.nih.gov/grants/policy/awardconditions.htm> for additional award applicability information.

In accordance with P.L. 110-161, compliance with the NIH Public Access Policy is now mandatory. For more information, see NOT-OD-08-033 and the Public Access website: <http://publicaccess.nih.gov/>.

This award provides support for one or more clinical trials. By law (Title VIII, Section 801 of [Public Law 110-85](#)), the “responsible party” must register “applicable clinical trials” on the [ClinicalTrials.gov Protocol Registration System Information Website](#). NIH encourages registration of all trials whether required under the law or not. For more information, see http://grants.nih.gov/ClinicalTrials_fdaaa/

Recipients must administer the project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age, and comply with applicable conscience protections. The recipient will comply with applicable laws that prohibit discrimination on the basis of sex, which includes discrimination on the basis of gender identity, sexual orientation, and pregnancy. Compliance with these laws requires taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/>.

- Recipients of FFA must ensure that their programs are accessible to persons with limited English proficiency. For guidance on meeting the legal obligation to take reasonable steps to ensure meaningful access to programs or activities by limited English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html> and <https://www.lep.gov>.
- For information on an institution’s specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and to provide effective communication, see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.
- HHS funded health and education programs must be administered in an environment free of sexual harassment; see <https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html>.

For information about NIH's commitment to supporting a safe and respectful work environment, who to contact with questions or concerns, and what NIH's expectations are for institutions and the individuals supported on NIH-funded awards, please see <https://grants.nih.gov/grants/policy/harassment.htm>.

- For guidance on administering programs in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see <https://www.hhs.gov/conscience/conscience-protections/index.html> and <https://www.hhs.gov/conscience/religious-freedom/index.html>.

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75. This term does not apply to NIH fellowships.

Treatment of Program Income:

Additional Costs

SECTION IV – DA SPECIFIC AWARD CONDITIONS – 1R01DA061345-01

Clinical Trial Indicator: Yes

This award supports one or more NIH-defined Clinical Trials. See the NIH Grants Policy Statement Section 1.2 for NIH definition of Clinical Trial.

This award contains grant-specific restrictions. These restrictions may only be lifted by a revised Notice of Award (NoA).

PERSONNEL COSTS RESTRICTED – OTHER SUPPORT REQUIRED

Funds awarded for the salary, fringe benefits, and associated facilities and administrative costs of Drs. Nina Harawa, Hillary Aralis, Latoya Small, and Susie Cassels are restricted and may not be used until revised other support is reviewed and accepted by NIDA staff. The Authorized Organizational Representative must provide updated other support information that reflects no more than 12 person months' total effort for the individual(s) listed. This information must be submitted to the NIDA Grants Management Specialist and Program Official listed in eRA Commons **within 15 days** of the issue date of this award.

HUMAN SUBJECTS RESTRICTION- IRB REQUIRED

This award is issued without a currently valid certification of Institutional Review Board (IRB) approval for this project with the following restriction: Only activities that are clearly severable and independent from activities that involve human subjects may be conducted under this award until the project has received IRB approval consistent with 45 CFR Part 46 and certification of IRB approval has been submitted to and accepted by NIDA. No funds may be drawn down from the payment system and no obligations may be made against Federal funds for research involving human subjects by the recipient or any other site engaged in such research for any period not covered by an OHRP-approved Assurance and IRB approval consistent with 45 CFR Part 46. Failure to comply with the above requirements may result in suspension and/or termination of this award, withholding of support, audit disallowances, and/or other appropriate action.

See the NIH Grants Policy Statement, section on Human Subjects Protections

<http://grants.nih.gov/policy/nihgps/index.htm> for specific requirements related to the protection of human subjects, which are applicable to this term and condition of award.

FY2024 FUNDING

The award amount for the current year is based upon IRG/Council recommendations, cost analysis, program priorities and availability of funds.

BUDGET PERIOD

Future year anniversary dates for this grant will be August 1 and the Research Performance Progress Report (RPPR) is due on June 15.

NOFO REQUIREMENTS

This award is subject to the requirements detailed in RFA-DA-23-061, entitled NIDA REI: Reaching Equity at the Intersection of HIV and Substance Use: Novel Approaches to Address HIV Related Health Disparities in Underserved Racial and/or Ethnic Populations (R01 Clinical Trial Optional), posted on 10/04/2022 which are incorporated by reference as terms and conditions of this award.

The NOFO is available here: <https://grants.nih.gov/grants/guide/rfa-files/RFA-DA-23-061.html>

CONSORTIUM ACTIVITY

This award includes funds awarded for consortium activities. Consortia are to be established and administered as described in the NIH Grants Policy Statement (NIH GPS), Section on Consortium Agreements - <http://grants.nih.gov/policy/nihgps/index.htm>.

The recipient is reminded of the *NIH Final Updated Policy Guidance for Subaward/Consortium Written Agreements* as published in the NIH Guide notice NOT-OD-23-182 on September 15, 2023 with an effective date of January 1, 2024. The notice can be found here: <https://grants.nih.gov/grants/guide/notice-files/NOT-OD-23-182.html>

MULTIPLE PI

The following principal investigators (PIs) are associated with this project:

- Pamina Gorbach DrPH
- Terrel Winder
- Marjan Javanbakht PhD

Dr. Gorbach is the contact PI for correspondence purposes. As this grant has multiple PIs, all NIH Grant policies regarding multiple PIs, including, but not limited to, all prior approval requirements, must be followed accordingly, see NIH Grants Policy Statement, section on Multiple Program Director/Principal Investigators, found at <http://grants.nih.gov/policy/nihgps/index.htm>.

GRADUATE STUDENT CAP

The maximum amount NIH will award for the support of a graduate student on a research grant or a cooperative agreement is tied to the National Research Service Award (NRSA) zero-level stipend in effect at the time the grant award is issued on the Federal award date. The schedule for NRSA stipends can be found at <http://grants.nih.gov/training/nrsa.htm>. Consistent with cost principles for Institutions of Higher Education (IHEs) described in [45 CFR 75.431](#) and [45 CFR 75.466](#), the compensation of graduate students supported by research grants must be reasonable. These operating principles associated with the compensation of students performing necessary work on NIH funded research projects are described in detail in the *NIH Grants Policy Statement* at <http://grants.nih.gov/policy/nihgps/index.htm>. The amount provided for compensation includes salary or wages, fringe benefits, and tuition remission.

DATA AND SAFETY MONITORING BOARD (DSMB)

This award is subject to the [NIDA Guidelines for Establishing and Operating a Data and Safety Monitoring Board](#).

DATA AND SAFETY MONITORING PLAN

This award is subject to the Data and Safety Monitoring Plan (DSMP) submitted and approved by NIDA via the application dated 11/14/2023. Any changes in the DSMP must be reviewed and approved by the NIDA Program Official. If changes are approved, the approval will be reflected on the Notice of Award (NoA) via revision. If changes are not approved, the Principal Investigator

must revise the DSMP to the satisfaction of the NIDA Program Official. The Principal Investigator must provide a DSMP for any new trial that is to be conducted under this grant.

REMINDER FOR SINGLE IRB

The recipient is reminded that NIH requires sites engaged in NIH-funded, multi-site research conducted at more than one domestic site to rely upon approval by a single Institutional Review Board (sIRB) as required by the Revised Common Rule at 45 CFR Part 46.114 and the NIH sIRB Policy ([NOT-OD-16-094: Final NIH Policy on the Use of a Single Institutional Review Board for Multi-Site Research](#)). More information on this requirement can be found in the NIHGPS 4.1.15 Human Subjects Protections (nih.gov). Institutional Review Board (IRB) approval(s) is required for each new protocol and performance site prior to implementation of human subjects research. No funds may be drawn down from the payment system and no obligations may be made against Federal funds for research involving human subjects at any site engaged in such research for any period not covered by an Office for Human Research Protections Assurance and an IRB approval consistent with the requirements of 45 CFR Part 46.

NIDA TERMS

In conjunction with the Acknowledgment of Federal Funding Requirement (as specified in the NIH Grants Policy Statement, Appropriation Mandates <http://grants.nih.gov/policy/nihgps/index.htm>), in order to most effectively disseminate research results, advance notice should be given to NIDA that research findings are about to be published so that we may coordinate accurate and timely release to the media. This information will be embargoed until the publication date. Please see the NIDA Special Considerations Page for guidance on coordination with the NIDA Press Office at <https://www.drugabuse.gov/funding/special-considerations-for-nida-funding>, or contact the NIDA Press Office at media@nida.nih.gov.

Please see Special Considerations for NIDA Funding Opportunities and Awards at <https://www.drugabuse.gov/funding/special-considerations-for-nida-funding>.

Data Management and Sharing Policy: Applicable

This project is expected to generate scientific data. Therefore, the [Final NIH Policy for Data Management and Sharing](#) applies. The approved Data Management and Sharing (DMS) Plan is hereby incorporated as a term and condition of award, and the recipient shall manage and disseminate scientific data in accordance with the approved plan. Any significant changes to the DMS Plan (e.g., new scientific direction, a different data repository, or a timeline revision) require NIH prior approval. Failure to comply with the approved DMS plan may result in suspension and/or termination of this award, withholding of support, audit disallowances, and/or other appropriate action. See NIH Grants Policy Statement [Section 8.2.3](#) for more information on data management and sharing expectations.

SPREADSHEET SUMMARY

AWARD NUMBER: 1R01DA061345-01

INSTITUTION: UNIVERSITY OF CALIFORNIA LOS ANGELES

[illegible]

TOTAL FEDERAL DC	\$346,066	\$575,642	\$653,823	\$656,126	\$618,603
TOTAL FEDERAL F&A	\$93,087	\$71,809	\$69,739	\$69,739	\$77,240
TOTAL COST	\$439,153	\$647,451	\$723,562	\$725,865	\$695,843

Facilities and Administrative Costs	Year 1	Year 2	Year 3	Year 4	Year 5
F&A Cost Rate 1	57.5%	57.5%	57.5%	57.5%	57.5%
F&A Cost Base 1	\$161,891	\$124,886	\$121,286	\$121,286	\$134,331
F&A Costs 1	\$93,087	\$71,809	\$69,739	\$69,739	\$77,240

EXHIBIT C



March 20, 2025

Thomas Mann
University of California, Los Angeles
[REDACTED]

Dear Thomas Mann:

Effective with the date of this letter, funding for Project Number 1R01 DA061345-01 is hereby terminated pursuant to the Fiscal Year 2024 National Institutes of Health (“NIH”) Grants Policy Statement,¹ and 2 C.F.R. § 200.340(a)(2). This letter constitutes a notice of termination.²

The 2024 Policy Statement applies to your project because NIH approved your grant on September 15, 2024, and “obligations generally should be determined by reference to the law in effect when the grants were made.”³

The 2024 Policy Statement “includes the terms and conditions of NIH grants and cooperative agreements and is incorporated by reference in all NIH grant and cooperative agreement awards.”⁴ According to the Policy Statement, “NIH may ... terminate the grant in whole or in part as outlined in 2 CFR Part 200.340.”⁵ At the time your grant was issued, 2 C.F.R. § 200.340(a)(2) permitted termination “[b]y the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities.”

This award no longer effectuates agency priorities. Research programs based primarily on artificial and non-scientific categories, including amorphous equity objectives, are antithetical to the scientific inquiry, do nothing to expand our knowledge of living systems, provide low returns on investment, and ultimately do not enhance health, lengthen life, or reduce illness. Worse, so-called diversity, equity, and inclusion (“DEI”) studies are often used to support unlawful discrimination on the basis of race and other protected characteristics, which harms the health of Americans. Therefore, it is the policy of NIH not to prioritize such research programs.

¹ <https://grants.nih.gov/grants/policy/nihgps/nihgps.pdf>.

² 2 C.F.R. § 200.341(a); 45 C.F.R. § 75.373

³ *Bennett v. New Jersey*, 470 U.S. 632, 638 (1985).

⁴ 2024 Policy Statement at IIA-1.

⁵ *Id.* at IIA-155.

Although “NIH generally will suspend (rather than immediately terminate) a grant and allow the recipient an opportunity to take appropriate corrective action before NIH makes a termination decision,”⁶ no corrective action is possible here. The premise of this award is incompatible with agency priorities, and no modification of the project could align the project with agency priorities.

Costs resulting from financial obligations incurred after termination are not allowable.⁷ Nothing in this notice excuses either NIH or you from complying with the closeout obligations imposed by 2 C.F.R. §§ 75.381-75.390. NIH will provide any information required by the Federal Funding Accountability and Transparency Act or the Office of Management and Budget’s regulations to *USAspending.gov*.⁸

Administrative Appeal

You may object and provide information and documentation challenging this termination.⁹ NIH has established a first-level grant appeal procedure that must be exhausted before you may file an appeal with the Departmental Appeals Board.¹⁰

You must submit a request for such review to Dr. Matt Memoli no later than 30 days after the written notification of the determination is received, except that if you show good cause why an extension of time should be granted, Dr. Memoli may grant an extension of time.¹¹

The request for review must include a copy of the adverse determination, must identify the issue(s) in dispute, and must contain a full statement of your position with respect to such issue(s) and the pertinent facts and reasons in support of your position. In addition to the required written statement, you shall provide copies of any documents supporting your claim.¹²

Sincerely,

**Michelle G.
Bulls -S**

Digitally signed by
Michelle G. Bulls -S
Date: 2025.03.20
10:17:27 -04'00'

Michelle G. Bulls, on behalf of Pamela Fleming, Chief Grants Management Officer, National Institute on Drug Abuse
Director, Office of Policy for Extramural Research Administration
Office of Extramural Research

⁶ 2024 Policy Statement at IIA-156.

⁷ See 2 C.F.R. § 200.343 (2024).

⁸ 2 C.F.R. § 200.341(c); 45 C.F.R. § 75.373(c)

⁹ See 45 C.F.R. § 75.374.

¹⁰ See 42 C.F.R. Part 50, Subpart D

¹¹ 11 *Id.* § 50.406(a)

¹² 12 *Id.* § 50.406(b)

EXHIBIT D

A25-0025-S001



ILLINOIS INSTITUTE OF TECHNOLOGY

**COST REIMBURSEMENT RESEARCH SUBAWARD AGREEMENT
NUMBER A25-0025-S001**

Pass-through Entity ("University"):		"Subrecipient":	
Illinois Institute of Technology		Los Angeles LGBT Center	
Address:		Address:	
10 West 35 th Street Chicago, IL 60616-3717		1118 N. McCadden Place Los Angeles, CA 90038-1213	
University Principal Investigator:		Subrecipient Principal Investigator:	
Arryn Guy		Risa Flynn	
Federal Award No. ("Prime Award"):	FAIN:	Federal Awarding Agency ("Sponsor"):	
4R00DA055508-03	R00DA055508	National Institutes of Health	
Federal Award Issue Date:	Total Amount of Federal Award to University	CFDA No.:	CFDA Title:
07/19/2024	\$ 249,000	93.279	Drug Abuse and Addiction Research Programs
Project Title:	A Gender-Affirming Stigma Intervention to Improve Substance Misuse and HIV Risk among Transgender Adults		
Subaward Period of Performance ("Term"):		Amount Funded This Action:	Cost Share This Action
Start:	08/01/2024	End ("Expiration Date"):	07/31/2025
		\$12,536	\$0
Estimated Project Period (if incrementally funded):		Total:	Cost Share
Start:		End:	
		\$	\$
Is this Award R&D:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

This cost reimbursable subaward (the "Agreement") is made this 13th day of September 2024 between Illinois Institute of Technology (the "University") and Los Angeles LGBT Center (the "Subrecipient"). "Party" shall mean either University or Subrecipient, as the case may be, and "Parties" shall refer to University and the Subrecipient.

By this Agreement, University desires to have the Subrecipient conduct a portion of the work under the Prime Award, as described above. The terms and provisions of the Prime Award are set forth in Attachment A hereto and which by this reference are hereby incorporated into this Agreement.

Now, therefore, in consideration of the mutual promises and other good and valuable consideration exchanged in this Agreement, the receipt and sufficiency of which are hereby acknowledged, University and the Subrecipient agree as follows:

ARTICLE 1. STATEMENT OF WORK

By this Agreement, University retains the Subrecipient to furnish all personnel, materials, equipment, and facilities necessary to perform the Statement of Work described in the Subrecipient's proposal to

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University (the “Project”), the terms and provisions of which are set forth in Attachment B hereto and which are hereby incorporated into this Agreement. The designated technical representative of University, or representatives of Sponsor, shall have the right to inspect and review the progress of the Project during normal business hours or at such other times as work on the Project is being conducted.

ARTICLE 2. PERIOD OF PERFORMANCE

The Term, as described above, may be altered or extended to a date certain only by the mutual written agreement of the Parties. This Agreement may be terminated before the Expiration Date as provided for in Article 14 hereof.

ARTICLE 3. REPORT OF WORK

The Subrecipient agrees to provide all progress reports and a final report as the same are called for in Attachment B. All such reports shall conform to the requirements of the Prime Award. In addition, the Subrecipient agrees to reasonably cooperate with the University’s technical representative, as identified in Attachment D, to the extent necessary to enable University to prepare any and all progress reports and the final report required of University under the terms of the Prime Award.

ARTICLE 4. ESTIMATED COST

Subject to the terms and provisions of this Article 4 and Article 12, University will pay the Subrecipient a sum not to exceed the **Amount Funded by this Action**, as described above. Funds are to be used as detailed in the Subrecipient’s budget as the same was submitted to University, which budget is set forth as Attachment C hereto and by this reference is incorporated into this Agreement. Funds must be expended during the Term outlined in Article 2, and in all cases, before the Expiration Date. **[Include the following sentence only if cost share is applicable]** In addition, the SUBRECIPIENT shall provide the sum, **Cost Share This Action**, related to this Project as detailed in Attachment C.]

The allowability of costs will be determined according to the Subrecipient’s methods of determining costs, provided such methods comply with the current policies of the Sponsor and any restrictions unique to the Prime Award. Where a grantee is normally required by these current policies to seek prior approval for budgetary actions from the Sponsor, the Subrecipient shall direct its requests to the Administrative Representative of University.

ARTICLE 5. INTELLECTUAL PROPERTY

“Intellectual Property” means all intellectual property, including patents, inventions (whether or not the subject of patents or patent applications), copyrights, software, technical data, records and know-how (whether or not protected as a trade secret). All Intellectual Property of University or the Subrecipient in existence prior to the execution of this Agreement (the “Existing Intellectual Property”) shall remain the exclusive property of each.

- A. Inventions. All inventions, other than Existing Intellectual Property, first generated by the Subrecipient in the performance of this Agreement (the “Generated Inventions”) will be subject to and handled in accordance with 37 C.F.R. §401 “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms” and in accordance with the terms and conditions of the Prime Award. In accordance with 37 CFR 401.14, Subrecipient agrees to notify the University’s Administrative Representative identified in Attachment D within thirty (30) days after

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Subrecipient's inventor discloses, in writing, any invention conceived or first actually reduced to practice in the performance of this Agreement to Subrecipient's personnel responsible for patent matters. Subrecipient shall submit a final invention report using Sponsor's specific forms to University's Administrative Representative identified in Attachment D within sixty (60) days of the Expiration Date so that it may be included with University's final invention report to the Sponsor. A negative report is required.

- B. Copyrights. Subrecipient hereby grants to University and Sponsor an irrevocable, royalty-free, nontransferable, 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 Agreement solely for the purpose of and only to the extent required to meet University's obligations to Sponsor under its Prime Award.
- C. Data Rights. Subrecipient grants to the University and Sponsor the right to use data created in the performance of this Agreement solely for the purpose of and only to the extent required to meet University's obligations to Sponsor under its Prime Award.

ARTICLE 6. PUBLICATIONS

Any publication resulting from work performed under this Agreement shall acknowledge the support of the Sponsor and the University.

ARTICLE 7. AUTHORIZED REPRESENTATIVES

Any notice given under this Agreement shall be in writing, shall reference this Agreement and shall be deemed given when: (a) delivered personally; (b) sent by confirmed e-mail or facsimile; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) after deposit with a commercial overnight carrier, with written verification of receipt. Notwithstanding the foregoing, any notice given pursuant to Article 14 must be given by (c) or (d). All communications will be sent to the addresses and persons set forth in Attachment D.

ARTICLE 8. CONFIDENTIAL INFORMATION

Confidential information ("Confidential Information") shall include (i) any proprietary information that is disclosed in a tangible format and marked or labeled by the Subrecipient or University as confidential, and (ii) any proprietary information that is disclosed orally, visually or in a non-tangible format that is identified by the Subrecipient or University at the time of the disclosures as being confidential and which is then confirmed in writing as being Confidential Information within twenty (20) days after the initial disclosure. Confidential Information shall exclude the following:

- (a) information that is or which becomes publicly known through no fault of the receiving Party;
- (b) information known to the receiving Party prior to receipt from the disclosing Party, as evidenced by the receiving Party's written records;
- (c) information that is disclosed to the receiving Party in good faith by a third party who has an independent right to such information;
- (d) information that is independently developed by the receiving Party, as evidenced by written records of the receiving Party; or
- (e) information approved for disclosure by the prior written consent of the disclosing Party.

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A Party may disclose Confidential Information pursuant to subpoena, judicial action or national, state or local governmental regulations or requirements, provided that the Party so disclosing notifies the other Party of the need for such disclosure within a reasonable time given the circumstances so that such other Party, at its sole cost and expense, may, as it deems appropriate, seek to challenge the required disclosure or seek a protective order.

A Party receiving Confidential Information shall only use it for the purpose of performing its obligations under this Agreement and agrees that such Confidential Information shall remain the property of the disclosing Party. Upon termination of this Agreement, the Parties shall surrender any Confidential Information transmitted to them by the other or certify that such information has been destroyed, except that one copy may be retained in a secure location for the sole purpose of identifying and monitoring its obligations under this Agreement. The Parties' obligations of confidentiality set forth herein shall survive for a period of three (3) years from the date of disclosure.

ARTICLE 9. INDEMNIFICATION

Each Party (for purposes of this Article 9, the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party (for purposes of this Article 9, the "Indemnified Party"), its trustees, directors, officers, employees and agents from any and all claims, damages, liabilities, losses and expenses (including, without limitation, reasonable attorneys' fees) incurred by the Indemnified Party or its trustees, directors, officers, employees and agents to the extent that such claims, damages, liabilities, losses and expenses arise from or relate to the Indemnifying Party's negligence, whether by act or omission, and/or from its breach of a provision of this Agreement. Further, each Party agrees to be responsible to pay for any damage or destruction which it causes to the other Party's property or equipment, excluding normal wear and tear. Notwithstanding any other provision of this Article 9, each Party agrees to waive any claims against the other for special, consequential, indirect, punitive and exemplary damages as well as economic loss or business disruption.

ARTICLE 10. INSURANCE

At its sole cost and at all times during the Term of this Agreement, Subrecipient shall procure and maintain in full force and effect the following insurance: (a) commercial general liability insurance with limits not less than \$2,000,000 combined single limit for any one occurrence covering personal injury, sickness or death or for damage to or destruction of property that may arise from, relate to or result from its performance under this Agreement; (b) property insurance insuring the full replacement cost of all equipment, real and/or personal property, if any, that is owned by the University or the Sponsor but is under the control of the Subrecipient for purposes of fulfilling its obligations under this Agreement; (c) worker's compensation insurance in an amount not less than the required statutory limits and including employer's liability insurance with limits of not less than \$500,000 per occurrence; and (d) such other forms of insurance as the Prime Award requires. The form of all such policies and deductibles thereunder shall be issued by insurers with an A.M. Best rating of "A- VIII". In addition, the policy required under (a) above shall be primary and not contributory, shall contain a waiver of any rights of subrogation thereunder, shall name Illinois Institute of Technology and the Sponsor as additional insureds and shall require at least thirty (30) days' prior written notice to University of termination or material modification. Upon execution of this Agreement and within ten (10) days before the expiration of each such policy, the Subrecipient shall deliver to University certificates evidencing the foregoing insurance or renewal thereof, as the case may be.

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ARTICLE 11. EXPORT CONTROL

The Subrecipient acknowledges that the University is an accredited institution of higher education which engages in research that generally qualifies for the “fundamental research” exclusion and other exclusions or exceptions under the export control laws and regulations of the United States, including the Export Administration Regulations and the International Traffic in Arms Regulations, as amended (collectively, the “Export Laws”). The Parties also acknowledges that the disclosure and/or export or re-export, deemed or actual, of, certain information of a scientific or technical nature, including any improvements, additions or modifications thereto, laboratory prototypes, materials and other commodities (collectively, “Controlled Commodities”) may be subject to the Export Laws, and, if so subject, could preclude or delay a Party’s ability to fulfill its obligations hereunder. Accordingly, the Subrecipient and University agree that all actions that they respectively take under this Agreement shall be in compliance with such Export Laws and to be individually responsible therefor. To this end, neither the Subrecipient nor University will transfer or disclose any Controlled Commodities to the other Party without first notifying said Party that such transfer or disclosure is to occur and obtaining from the other Party its written consent to accept the same as well as any specific instructions pursuant to which such Controlled Commodities should be transferred or disclosed.

ARTICLE 12. PAYMENT

Payment will be made within sixty (60) days on receipt of monthly invoices itemized according to the budget detail shown in Attachment C and shall include the Sponsor’s share and the Subrecipient’s cost-share, if applicable. Using an invoice substantially similar to that attached hereto as Attachment E, the Subrecipient shall submit invoices, not more frequently than monthly, for costs incurred to date that have not previously been invoiced. Each invoice must (i) show the amounts expended in the current period and cumulatively to date by line item budget categories along with a reconciliation of the total amount of this Agreement with amounts expended to date and reimbursement received; (ii) include the Subrecipient’s certification, with authorized official’s signature, that costs are appropriate and accurate and that payment has not yet been received, (iii) be supported by a general ledger report originating directly from the Subrecipient’s financial record keeping system; and (iv) any other information required by this Agreement or the Prime Award. University may request supporting documentation in certain categories prior to or subsequent to approving the invoice. Supporting documentation includes, but is not limited to, travel receipts, purchase orders, invoices for services or supplies, or time records. All supporting documentation shall be retained and provided by Subrecipient to University upon request in accordance with Article 13 (Audit). A final invoice, marked “FINAL”, shall be submitted by the Subrecipient to University’s Financial Contact NOT LATER THAN sixty (60) days after the Expiration Date. The final invoice shall constitute the Subrecipient’s final financial report. University will review the Subrecipient’s costs to confirm that they comply with the Subrecipient’s budget, and reserves the right to reject an invoice.

Illinois Institute of Technology
Attention: Grant and Contract Accounting
subcontractinvoicing@iit.edu
Phone: (312) 567-3330

ARTICLE 13. AUDIT

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All costs incurred in the performance of this Agreement will be subject to audit, as required by the terms and conditions of the Prime Award. The Subrecipient agrees (i) to prepare and forward to University any audit required by the Prime Award and (ii) to comply with any Audit conducted by or made at the direction of the Sponsor. The Subrecipient acknowledges that any such audit will have to satisfy the requirements of and be in full compliance with 2 CFR 200 (the "Uniform Guidance"). Subrecipient certifies by signing this Agreement that it complies with the Uniform Guidance, will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by parts 200.501-200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable. Unless the Prime Award provides otherwise, financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of three (3) years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as authorized by the Sponsor. Subrecipient agrees to allow the relevant auditor access to all records necessary to support the reported costs. Should such audit result in disallowances, University will determine whether or not the disallowances shall be accepted or appealed. In the event that the disallowances are sustained, Subrecipient will return to University any funds which are disallowed and which have already been paid to the Subrecipient. Nothing in this Article 13, however, shall prevent the Subrecipient from pursuing any and all administrative and judicial remedies that may be available to it.

ARTICLE 14. EARLY TERMINATION

Subject only to the terms of the Prime Award, either Party may terminate this Agreement for convenience, at any time before the scheduled expiration of the Term, by giving the other Party not less than thirty (30) days advanced written notice. Any such termination shall not be deemed a breach or default by the terminating Party and shall not give rise to any action for damages or other cause of action against the terminating Party. Upon termination under this paragraph, (i) University shall reimburse, in accordance with the approved budget, the terms of the Prime Award and any and all rules and regulations of the Sponsor, the Subrecipient on a pro rata basis for all services performed and reimbursable in connection therewith incurred by the Subrecipient before said termination, and (ii) the Subrecipient shall furnish to University all reports of research completed, or in progress, though the date of termination, as the same are required by this Agreement, the Prime Award and/or any rules and regulations of the Sponsor.

In addition, either Party may terminate this Agreement upon the other's default of this Agreement. The occurrence of any of the following shall constitute a default: (i) a Party fails to perform any other provision of this Agreement and such failure is not cured within thirty (30) days after written notice from the non-defaulting Party, or (ii) any voluntary or involuntary proceedings are filed by or against the Subrecipient under bankruptcy, insolvency or similar laws and, in case of any involuntary proceedings, are not dismissed within thirty (30) days after filing.

ARTICLE 15. GENERAL PROVISIONS

- A. Compliance With Laws. This Agreement shall be subject to and be performed in accordance with all applicable State and Federal laws, and the Parties agree at all times to comply therewith. In particular, as the work to be performed under this Agreement is being supported by the Sponsor under the Prime Award to the University, this Agreement shall be subject to, as applicable, the rules, regulations, terms and conditions governing the Prime Award to the University, which are more fully set forth in Attachment A. Further, to the extent that the Sponsor is the National Science Foundation and undergraduates, graduate students or post-doctoral researchers of the Subrecipient are to be

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supported by funds received under this Agreement, Subrecipient represents that it will ensure that such individuals receive training sufficient to satisfy the requirements of Section 7009 of the America Competes Act, 42 U.S.C. §1862o-1. In the event of any conflict between this Agreement and the rules, regulations, terms and conditions of the Prime Award, the rules, regulations, terms and conditions of the Prime Award shall take precedence and shall govern.

- B. Financial Conflict of Interest. Subrecipient hereby certifies that it has an active and enforced conflict of interest policy ("FCOI") that is compliant with the provisions of 2 CFR 200.112 and any specific FCOI policy of the Sponsor, including 42 C.F.R. Part 50, Subpart F "Responsibility of Applicants for Promoting Objectivity in Research," if NIH is the Sponsor and to the extent said regulations are applicable to this Agreement, Subrecipient will apply and adhere to its own policy in the performance of its obligations under this Agreement. Subrecipient also certifies that, to the best of its knowledge, all financial disclosures have been made related to the activities that may be funded by or through a resulting agreement, and that are required to be disclosed by applicable law or Subrecipient's FCOI. Notwithstanding anything herein to the contrary or in Subrecipient's FCOI to the contrary, Subrecipient agrees to notify University in writing no later than thirty (30) days following Subrecipient's identification of one of more of the following: (i) a financial conflict of interest as defined by any statute or regulation applicable to this Agreement or (ii) a violation of Subrecipient's FCOI.
- C. Sub-Agreements. Prior to the placement of sub-agreements under this Agreement, the Subrecipient shall provide a description of work to be performed under the sub-agreement and shall require prior approval from technical and administrative representatives of University, as the same are identified in Attachment D.
- D. Additional Information. As a condition precedent to University performing any obligations hereunder, University must receive from Subrecipient its completed and accurate *Subrecipient Compliance Information Form*, a blank copy of which is attached hereto as Attachment E.
- E. Governing Law. This Agreement and the legal relations of the Parties shall be governed by the laws of the State of Illinois without giving effect to choice of law principles. Venue shall be in the state or federal courts of Illinois, whichever applicable, for any actions that may arise from this Agreement.

[If the SUBRECIPIENT is a public college or university, use the following instead of the foregoing provision:] RESERVED.

- F. Severability. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.
- G. Waiver. If a Party fails to object to the other Party's default of any term under this Agreement, that failure shall not be considered a waiver by the non-defaulting Party of that term or subsequent default thereof, unless such waiver shall be in writing and signed by the non-defaulting Party.
- H. Entire Agreement. This Agreement is the entire understanding between University and Subrecipient with respect to the subject matter hereto and merges any and all prior agreements, dealings, understandings and negotiations. No modification, alteration or amendment of or to this Agreement shall be effective unless it is in a writing and signed by both Parties.

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- I. Successors and Assigns. Each provision of this Agreement shall bind, extend to and inure to the benefit of the Parties and their respective legal representatives, successors, and assigns. Unless the express written consent of the other Party and the Sponsor are first obtained, this Agreement shall not be assignable by either Party.
- J. Independent Contractor. The Subrecipient is undertaking the performance of this Agreement as an independent contractor to University. Nothing contained in this Agreement shall be deemed or construed by the Parties, or by any third party, to create the relationship of principal and agent, partnership, joint venture, or any association between the Parties. The Subrecipient is solely responsible for the Subrecipient's employees, and University is solely responsible for University's employees. The Subrecipient is not an agent of University and cannot bind University in any manner. It is understood that the Subrecipient shall bear sole responsibility for the proper and safe performance by its employees of all work and services performed hereunder. The Subrecipient agrees and acknowledges that the Subrecipient is responsible for paying any and all federal, state, county and local taxes required of the Subrecipient.
- K. Authority To Sign. The Parties represent that each individually has received all necessary approvals to enter into and execute this Agreement and that the person signing below on its behalf is authorized to bind his/her respective Party.
- L. Non-Debarment. Subrecipient represents and warrants to University that, to the best of its knowledge and belief, neither the Subrecipient nor any of its officers, directors, owners, partners or persons having primary management or supervisory responsibilities within the business entity are: (i) presently debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal agency; (ii) have, within the immediately preceding three-year period, been convicted of or had a civil judgment rendered against them for (a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state, or local) contract or subcontract; (b) violation of Federal or state antitrust statutes relating to the submission of offers; or (c) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and (iii) are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in foregoing (ii); and (d) has within a three-year period preceding the date of this Agreement, had one or more contracts terminated for default by any Federal agency. The Subrecipient shall provide immediate written notice to University if the Subrecipient learns that its certifications hereunder were erroneous when made or has become erroneous by reason of changed circumstances.
- M. Lobbying. Subrecipient represents and warrants to University that, (i) no federal appropriated funds have been paid or will be paid, by or on behalf of 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, (ii) 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,

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"Disclosure Form to Report Lobbying," to University, and (iii) 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first set forth above.

ILLINOIS INSTITUTE OF TECHNOLOGY

By: Lisa Machtemes
Lisa Machtemes

Date: 10/1/2024

Title: Director, Grant Award Negotiations and Acceptance, OSRP

SUBRECIPIENT

By: Robyn Goldman
Robyn Goldman

Digitally signed by Robyn Goldman
DN: DC=net, DC=illinois, OU=JAGS, OU=Business Units, OU=Finance, OU=Users, CN=Robyn Goldman, Email=robyn.goldman@iagcenter.org
Reason: I am approving the document
Location: Los Angeles, CA
Date: 2024.09.18 17:41:11-07'00'
Post-PDF Editor Version: 2023.9.0

Date: 09/18/2024

Title: Chief Financial Officer

ATTACHMENT A
COPY OF PRIME AWARD



Recipient Information

1. Recipient Name

ILLINOIS INSTITUTE OF TECHNOLOGY
10 W 35TH ST
CHICAGO, IL 60616

2. Congressional District of Recipient

01

3. Payment System Identifier (ID)

1362170136A1

4. Employer Identification Number (EIN)

362170136

5. Data Universal Numbering System (DUNS)

042084434

6. Recipient's Unique Entity Identifier

E2NDENMDUEG8

7. Project Director or Principal Investigator

Arryn Aleia Guy, PHD

Aguy1@iit.edu

8. Authorized Official

Toni Allen
osrp@iit.edu
312-567-7135

Federal Agency Information

9. Awarding Agency Contact Information

Pamela G. Fleming
Grants Management Officer
NATIONAL INSTITUTE ON DRUG ABUSE
pfleming@mail.nih.gov
301-480-1159

10. Program Official Contact Information

Richard A Jenkins
Health Scientist Administrator
NATIONAL INSTITUTE ON DRUG ABUSE
jenkinsri@mail.nih.gov
301-443-6504

Federal Award Information

11. Award Number

4R00DA055508-03

12. Unique Federal Award Identification Number (FAIN)

R00DA055508

13. Statutory Authority

42 USC 241 42 CFR 52

14. Federal Award Project Title

A Gender-Affirming Stigma Intervention to Improve Substance Misuse and HIV Risk among Transgender Women

15. Assistance Listing Number

93.279

16. Assistance Listing Program Title

Drug Abuse and Addiction Research Programs

17. Award Action Type

Extension with or without funds

18. Is the Award R&D?

Yes

Summary Federal Award Financial Information

19. Budget Period Start Date 08/01/2024 – End Date 07/31/2025

20. Total Amount of Federal Funds Obligated by this Action

20 a. Direct Cost Amount
20 b. Indirect Cost Amount

21. Authorized Carryover

22. Offset

23. Total Amount of Federal Funds Obligated this budget period

24. Total Approved Cost Sharing or Matching, where applicable

25. Total Federal and Non-Federal Approved this Budget Period

26. Project Period Start Date 08/01/2022 – End Date 07/31/2027

27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period

28. Authorized Treatment of Program Income

Additional Costs

29. Grants Management Officer - Signature

Carol Alderson

30. Remarks

Acceptance of this award, including the "Terms and Conditions," is acknowledged by the recipient when funds are drawn down or otherwise requested from the grant payment system.



RESEARCH TRANSITION AWARD
Department of Health and Human Services
National Institutes of Health

Notice of Award



NATIONAL INSTITUTE ON DRUG ABUSE

SECTION I – AWARD DATA – 4R00DA055508-03

Principal Investigator(s):

Arryn Aleia Guy, PHD

Award e-mailed to: osrp@iit.edu

Dear Authorized Official:

The National Institutes of Health hereby awards a grant in the amount of [REDACTED] (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to ILLINOIS INSTITUTE OF TECHNOLOGY in support of the above referenced project. This award is pursuant to the authority of 42 USC 241 42 CFR 52 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award, including the "Terms and Conditions," is acknowledged by the recipient when funds are drawn down or otherwise requested from the grant payment system.

Each publication, press release, or other document about research supported by an NIH award must include an acknowledgment of NIH award support and a disclaimer such as "Research reported in this publication was supported by the National Institute On Drug Abuse of the National Institutes of Health under Award Number R00DA055508. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Institutes of Health." Prior to issuing a press release concerning the outcome of this research, please notify the NIH awarding IC in advance to allow for coordination.

Award recipients must promote objectivity in research by establishing standards that provide a reasonable expectation that the design, conduct and reporting of research funded under NIH awards will be free from bias resulting from an Investigator's Financial Conflict of Interest (FCOI), in accordance with the 2011 revised regulation at 42 CFR Part 50 Subpart F. The Institution shall submit all FCOI reports to the NIH through the eRA Commons FCOI Module. The regulation does not apply to Phase I Small Business Innovative Research (SBIR) and Small Business Technology Transfer (STTR) awards. Consult the NIH website <http://grants.nih.gov/grants/policy/coi/> for a link to the regulation and additional important information.

If you have any questions about this award, please direct questions to the Federal Agency contacts.

Sincerely yours,

Carol Alderson
Grants Management Officer
NATIONAL INSTITUTE ON DRUG ABUSE

Additional information follows

Cumulative Award Calculations for this Budget Period (U.S. Dollars)
Salaries and Wages



Fringe Benefits
Personnel Costs (Subtotal)
Consultant Services
Materials & Supplies
Travel
Other
Subawards/Consortium/Contractual Costs

Federal Direct Costs
Federal F&A Costs
Approved Budget
Total Amount of Federal Funds Authorized (Federal Share)
TOTAL FEDERAL AWARD AMOUNT

AMOUNT OF THIS ACTION (FEDERAL SHARE)

SUMMARY TOTALS FOR ALL YEARS (for this Document Number)			
YR	THIS AWARD		CUMULATIVE TOTALS
3			
4			
5			

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

Fiscal Information:

Payment System Identifier: 1362170136A1
Document Number: RDA055508B
PMS Account Type: P (Subaccount)
Fiscal Year: 2024

IC	CAN	2024	2025	2026
DA	8472628			

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

NIH Administrative Data:

PCC: CV/RJP / **OC:** 41025 / **Released:** 07/18/2024
Award Processed: 07/19/2024 12:20:31 AM

SECTION II – PAYMENT/HOTLINE INFORMATION – 4R00DA055508-03

For payment and HHS Office of Inspector General Hotline information, see the NIH Home Page at <http://grants.nih.gov/grants/policy/awardconditions.htm>

SECTION III – STANDARD TERMS AND CONDITIONS – 4R00DA055508-03

This award is based on the application submitted to, and as approved by, NIH on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. Conditions on activities and expenditure of funds in other statutory requirements, such as those included in appropriations acts.
- c. 45 CFR Part 75.
- d. National Policy Requirements and all other requirements described in the NIH Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- e. Federal Award Performance Goals: As required by the periodic report in the RPPR or in the final progress report when applicable.
- f. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

(See NIH Home Page at <http://grants.nih.gov/grants/policy/awardconditions.htm> for certain references cited above.)

Research and Development (R&D): All awards issued by the National Institutes of Health (NIH) meet the definition of "Research and Development" at 45 CFR Part§ 75.2. As such, auditees should identify NIH awards as part of the R&D cluster on the Schedule of Expenditures of Federal Awards (SEFA). The auditor should test NIH awards for compliance as instructed in Part V, Clusters of Programs. NIH recognizes that some awards may have another classification for purposes of indirect costs. The auditor is not required to report the disconnect (i.e., the award is classified as R&D for Federal Audit Requirement purposes but non-research for indirect cost rate purposes), unless the auditee is charging indirect costs at a rate other than the rate(s) specified in the award document(s).

An unobligated balance may be carried over into the next budget period without Grants Management Officer prior approval.

This grant is subject to Streamlined Noncompeting Award Procedures (SNAP).

This award is subject to the requirements of 2 CFR Part 25 for institutions to obtain a unique entity identifier (UEI) and maintain an active registration in the System for Award Management (SAM). Should a consortium/subaward be issued under this award, a UEI requirement must be included. See <http://grants.nih.gov/grants/policy/awardconditions.htm> for the full NIH award term implementing this requirement and other additional information.

This award has been assigned the Federal Award Identification Number (FAIN) R00DA055508. Recipients must document the assigned FAIN on each consortium/subaward issued under this award.

Based on the project period start date of this project, this award is likely subject to the Transparency Act subaward and executive compensation reporting requirement of 2 CFR Part 170. There are conditions that may exclude this award; see <http://grants.nih.gov/grants/policy/awardconditions.htm> for additional award applicability information.

In accordance with P.L. 110-161, compliance with the NIH Public Access Policy is now mandatory. For more information, see NOT-OD-08-033 and the Public Access website: <http://publicaccess.nih.gov/>.

This award provides support for one or more clinical trials. By law (Title VIII, Section 801 of [Public Law 110-85](#)), the "responsible party" must register "applicable clinical trials" on the [ClinicalTrials.gov Protocol Registration System Information Website](#). NIH encourages registration of all trials whether required under the law or not. For more information, see http://grants.nih.gov/ClinicalTrials_fdaaa/

Recipients must administer the project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age, and comply with applicable conscience protections. The recipient will comply with applicable laws that prohibit discrimination on the basis of sex, which includes discrimination on the basis of gender identity, sexual orientation, and pregnancy. Compliance with these laws requires taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/>.

- Recipients of FFA must ensure that their programs are accessible to persons with limited English proficiency. For guidance on meeting the legal obligation to take reasonable steps to ensure meaningful access to programs or activities by limited English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html> and <https://www.lep.gov>.
- For information on an institution's specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and to provide effective communication, see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.
- HHS funded health and education programs must be administered in an environment free of sexual harassment; see <https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html>. For information about NIH's commitment to supporting a safe and respectful work environment, who to contact with questions or concerns, and what NIH's expectations are for institutions and the individuals supported on NIH-funded awards, please see <https://grants.nih.gov/grants/policy/harassment.htm>.
- For guidance on administering programs in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see <https://www.hhs.gov/conscience/conscience-protections/index.html> and

<https://www.hhs.gov/conscience/religious-freedom/index.html>.

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75. This term does not apply to NIH fellowships.

Treatment of Program Income:
Additional Costs

SECTION IV – DA SPECIFIC AWARD CONDITIONS – 4R00DA055508-03

Clinical Trial Indicator: Yes

This award supports one or more NIH-defined Clinical Trials. See the NIH Grants Policy Statement Section 1.2 for NIH definition of Clinical Trial.

This award contains grant-specific restrictions. These restrictions may only be lifted by a revised Notice of Award (NoA).

HUMAN SUBJECTS RESTRICTION- IRB APPROVAL REQUIRED

This award is issued without a currently valid certification of Institutional Review Board (IRB) approval for this project with the following restriction: Only activities that are clearly severable and independent from activities that involve human subjects may be conducted pending NIDA's acceptance of the certification of IRB approval. No funds may be drawn down from the payment system and no obligations may be made against Federal funds for research involving human subjects at any site engaged in such research for any period not covered by an Office for Human Research Protections Assurance and an IRB approval consistent with the requirements of 45 CFR Part 46. **IRB approval must be submitted within 60 days from the issue date of the Notice of Award.**

See the NIH Grants Policy Statement, section on Human Subjects Protections

<http://grants.nih.gov/policy/nihgps/index.htm> for specific requirements related to the protection of human subjects, which are applicable to this term and condition of award.

HUMAN SUBJECTS RESTRICTION- DATA AND SAFETY MONITORING BOARD REQUIRED

This award is contingent upon establishment of a Data and Safety Monitoring Board, in accordance with the [Guidelines for Establishing and Operating a Data and Safety Monitoring Board](#) (DSMB). Confirmation that a DSMB has been established in accordance with NIDA Guidelines must be provided by the AOR **within 60 days from the issue date of the Notice of Award**. This confirmation should be submitted to the NIDA Program Official and Grants Management Specialist listed in eRA Commons. Recruitment of subjects for the trial supported by this award cannot begin until this confirmation is received, and a revised Notice of Award is issued to remove the restriction.

FY2024 FUNDING

The award amount for the current year is based upon IRG/Council recommendations, cost analysis, program priorities and availability of funds.

R00 EFFORT REQUIREMENTS

This award requires a minimum of 9.00 person months' effort (75%) be devoted to research activity - PA-20-187 (<https://grants.nih.gov/grants/guide/pa-files/PA-20-187.html>).

DATA AND SAFETY MONITORING PLAN

This award is subject to the Data and Safety Monitoring Plan (DSMP) submitted and approved by NIDA via application dated 5/23/2024. Any changes in the DSMP must be reviewed and approved by the NIDA Program Official. If changes are approved, the approval will be reflected on the Notice of Award (NoA) via revision. If changes are not approved, the Principal Investigator must revise the DSMP to the satisfaction of the NIDA Program Official. The Principal Investigator must provide a DSMP for any new trial that is to be conducted under this grant.

CONSORTIUM ACTIVITY

This award includes funds awarded for consortium activities. Consortia are to be established and administered as described in the NIH Grants Policy Statement (NIH GPS), Section on Consortium Agreements - <http://grants.nih.gov/policy/nihgps/index.htm>.

The recipient is reminded of the *NIH Final Updated Policy Guidance for Subaward/Consortium Written Agreements* as published in the NIH Guide notice NOT-OD-23-182 on September 15, 2023 with an effective date of January 1, 2024. The notice can be found here: <https://grants.nih.gov/grants/guide/notice-files/NOT-OD-23-182.html>

NIDA TERMS

In conjunction with the Acknowledgment of Federal Funding Requirement (as specified in the NIH Grants Policy Statement, Appropriation Mandates- <http://grants.nih.gov/policy/nihgps/index.htm>, in order to most effectively disseminate research results, advance notice should be given to NIDA that research findings are about to be published so that we may coordinate accurate and timely release to the media. This information will be embargoed until the publication date. Please see the NIDA Special Considerations Page for guidance on coordination with the NIDA Press Office at <https://www.drugabuse.gov/funding/special-considerations-for-nida-funding>, or contact the NIDA Press Office at media@nida.nih.gov.

Please see Special Considerations for NIDA Funding Opportunities and Awards at <https://www.drugabuse.gov/funding/special-considerations-for-nida-funding>.

SPREADSHEET SUMMARY

AWARD NUMBER: 4R00DA055508-03

INSTITUTION: ILLINOIS INSTITUTE OF TECHNOLOGY

Budget	Year 3	Year 4	Year 5
Salaries and Wages			
Fringe Benefits			
Personnel Costs (Subtotal)			
Consultant Services			
Materials & Supplies			
Travel			
Other			
Subawards/Consortium/Contractual Costs			
TOTAL FEDERAL DC			
TOTAL FEDERAL F&A			
TOTAL COST			

Facilities and Administrative Costs	Year 3	Year 4	Year 5
F&A Cost Rate 1	55%	55%	55%
F&A Cost Base 1			
F&A Costs 1			

ATTACHMENT B
STATEMENT OF WORK

SCOPE OF WORK

Los Angeles LGBT Center

“A Gender-Affirming Stigma Intervention to Improve Substance Misuse and HIV Risk Among Transgender Adults”

The Los Angeles LGBT Center’s research program will conduct recruitment, enrollment, and community engagement for this study. The research coordinator (10%/1.2 CM) will distribute virtual and digital advertising materials and visit Center sites in person to engage Center clients and inform them about the study. They will meet on a regular basis with the Principal Investigator to provide study updates and learn about study implementation.

A25-0025-S001

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description* (not to exceed 4000 characters)

A25-0025-S001

Reports

University will check all that apply and Subrecipient will agree to:

- ☒ A Final technical/progress report will be submitted to University's Technical Contact identified in Attachment D within sixty (60) days after the Expiration Date.
- ☐ Monthly technical/progress reports will be submitted to University's Technical Contact identified in Attachment D, within ten (10) days of the end of the month.
- ☐ Quarterly technical/progress reports will be submitted to University's Technical Contact identified in Attachment D, within fifteen (15) days of the end of the quarter.
- ☒ Technical/progress reports on the project as may be required, from time to time, by University's Technical Contact in order that University may be able to satisfy its reporting obligations to the Sponsor.
- ☒ Annual technical /progress reports will be submitted within thirty (30) days prior to the end of each project period to University's Technical Contact and Administrative Contact identified in Attachment D. Such report shall also include a detailed budget for the next budget period, updated Other Support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☒ A final invoice, marked "FINAL", shall be submitted by the Subrecipient to University's Financial Contact within sixty (60) days after the Expiration Date. The final invoice shall constitute the Subrecipient's final financial report.
- ☐ Subrecipient agrees to notify the University's Administrative Representative within thirty (30) days after Subrecipient's inventor discloses, in writing, any invention conceived or first actually reduced to practice in the performance of this Agreement to Subrecipient's personnel responsible for patent matters. Subrecipient shall submit a final invention report using Sponsor's specific forms to University's Administrative Representative within sixty (60) days of the Expiration Date. A negative report is required.
- ☐ A Certification of Completion, in accordance with 2 CFR 200.201(b)(3), will be submitted within sixty (60) days after the end of the project period to University's Administrative Contact identified in Attachment D (for Fixed Price subawards only.)
- ☐ Property Inventory Report; frequency, type, and submission instructions listed here and only to be used when required by the Prime Award.
- ☐ Other Special Reporting Requirements:

ATTACHMENT C
BUDGET

Direct Costs: \$10,464

Indirect Costs: \$2,072

Total Costs: \$12,536

Indirect Cost Rate (IDC) Applied: 21.80% on ☐ DC, ☒ MTDC, or ☐ Other

Check here if using *de minimis* rate of 10% ☐

RESEARCH & RELATED BUDGET - Budget Period 1

OMB Number: 4040-0001

Expiration Date: 11/30/2025

UEI: P8IBR8HLB7C8

Enter name of Organization: Los Angeles LGBT Center

Budget Type: ☐ Project ☒ Subaward/Consortium

Budget Period: 1

Start Date: 08/01/2024

End Date: 07/31/2025

A. Senior/Key Person

Prefix	First	Middle	Last	Suffix	Base Salary (\$)	Months			Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
						Cal.	Acad.	Sum.			

Project Role: PD/PI

Additional Senior Key Persons:

Add Attachment

Delete Attachment

View Attachment

Total Funds requested for all Senior Key Persons in the attached file

Total Senior/Key Person

B. Other Personnel

Number of Personnel	Project Role	Months			Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
		Cal.	Acad.	Sum.			
	Post Doctoral Associates						
	Graduate Students						
	Undergraduate Students						
	Secretarial/Clerical						
1	Research Administrative Coordinator	1.20			7,427.00	2,076.00	9,503.00

1 Total Number Other Personnel

Total Other Personnel

9,503.00

Total Salary, Wages and Fringe Benefits (A+B)

9,503.00

C. Equipment Description

List items and dollar amount for each item exceeding \$5,000

Equipment item

Funds Requested (\$)

Additional Equipment:

Total funds requested for all equipment listed in the attached file

Total Equipment

D. Travel

Funds Requested (\$)

1. Domestic Travel Costs (Incl. Canada, Mexico and U.S. Possessions)

2. Foreign Travel Costs

Total Travel Cost

E. Participant/Trainee Support Costs

Funds Requested (\$)

1. Tuition/Fees/Health Insurance

2. Stipends

3. Travel

4. Subsistence

5. Other

Number of Participants/Trainees

Total Participant/Trainee Support Costs

F. Other Direct Costs

	Funds Requested (\$)
1. Materials and Supplies	
2. Publication Costs	
3. Consultant Services	
4. ADP/Computer Services	
5. Subawards/Consortium/Contractual Costs	
6. Equipment or Facility Rental/User Fees	
7. Alterations and Renovations	
8. Facilities: Building Maintenance and Security	961.00
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
Total Other Direct Costs	961.00

G. Direct Costs

Funds Requested (\$)
Total Direct Costs (A thru F) 10,464.00

H. Indirect Costs

Indirect Cost Type	Indirect Cost Rate (%)	Indirect Cost Base (\$)	Funds Requested (\$)
Federally Negotiated NICRA	21.80	9,503.00	2,072.00

Total Indirect Costs	2,072.00
-----------------------------	----------

Cognizant Federal Agency
(Agency Name, POC Name, and
POC Phone Number)

I. Total Direct and Indirect Costs

Funds Requested (\$)
Total Direct and Indirect Institutional Costs (G + H) 12,536.00

J. Fee

Funds Requested (\$)

K. Total Costs and Fee

Funds Requested (\$)
Total Costs and Fee (I + J) 12,536.00

L. Budget Justification

(Only attach one file.)

Budget Justification.pdf

Add Attachment

Delete Attachment

View Attachment

RESEARCH & RELATED BUDGET - Budget Period 2OMB Number: 4040-0001
Expiration Date: 11/30/2025

UEI: P8IBR8HLB7C8

Enter name of Organization: Los Angeles LGBT Center

Budget Type: ☐ Project ☒ Subaward/Consortium

Budget Period: 2

Start Date: 08/01/2025

End Date: 07/31/2026

A. Senior/Key Person

Prefix	First	Middle	Last	Suffix	Base Salary (\$)	Months			Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
						Cal.	Acad.	Sum.			

Project Role: PD/PI

Additional Senior Key Persons:

Total Funds requested for all Senior Key Persons in the attached file

Total Senior/Key Person

B. Other Personnel

Number of Personnel	Project Role	Months			Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
		Cal.	Acad.	Sum.			
<input type="text"/>	Post Doctoral Associates	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	Graduate Students	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	Undergraduate Students	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	Secretarial/Clerical	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
1	Research Administrative Coordinator	1.20			7,669.00	2,235.00	9,904.00

1 Total Number Other Personnel

Total Other Personnel 9,904.00

Total Salary, Wages and Fringe Benefits (A+B) 9,904.00

C. Equipment Description

List items and dollar amount for each item exceeding \$5,000

Equipment item

Funds Requested (\$)

Additional Equipment:

Total funds requested for all equipment listed in the attached file

Total Equipment

D. Travel

Funds Requested (\$)

1. Domestic Travel Costs (Incl. Canada, Mexico and U.S. Possessions)

2. Foreign Travel Costs

Total Travel Cost

E. Participant/Trainee Support Costs

Funds Requested (\$)

1. Tuition/Fees/Health Insurance

2. Stipends

3. Travel

4. Subsistence

5. Other

Number of Participants/Trainees

Total Participant/Trainee Support Costs

F. Other Direct Costs

	Funds Requested (\$)
1. Materials and Supplies	
2. Publication Costs	
3. Consultant Services	
4. ADP/Computer Services	
5. Subawards/Consortium/Contractual Costs	
6. Equipment or Facility Rental/User Fees	
7. Alterations and Renovations	
8. Facilities: Building Maintenance and Security	1,002.00
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
Total Other Direct Costs	1,002.00

G. Direct Costs

Funds Requested (\$)
Total Direct Costs (A thru F) 10,906.00

H. Indirect Costs

Indirect Cost Type	Indirect Cost Rate (%)	Indirect Cost Base (\$)	Funds Requested (\$)
Federally Negotiated NICRA	21.80	9,904.00	2,159.00

Total Indirect Costs	2,159.00
-----------------------------	----------

Cognizant Federal Agency
(Agency Name, POC Name, and
POC Phone Number)

I. Total Direct and Indirect Costs

Funds Requested (\$)
Total Direct and Indirect Institutional Costs (G + H) 13,065.00

J. Fee

Funds Requested (\$)

K. Total Costs and Fee

Funds Requested (\$)
Total Costs and Fee (I + J) 13,065.00

L. Budget Justification

(Only attach one file.)

Budget Justification.pdf

Add Attachment

Delete Attachment

View Attachment

RESEARCH & RELATED BUDGET - Budget Period 3OMB Number: 4040-0001
Expiration Date: 11/30/2025

UEI: P8IBR8HLB7C8

Enter name of Organization: Los Angeles LGBT Center

Budget Type: ☐ Project ☒ Subaward/Consortium

Budget Period: 3

Start Date: 08/01/2026

End Date: 07/31/2027

A. Senior/Key Person

Prefix	First	Middle	Last	Suffix	Base Salary (\$)	Months			Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
						Cal.	Acad.	Sum.			

Project Role: PD/PI

Additional Senior Key Persons:

Total Funds requested for all Senior Key Persons in the attached file

Total Senior/Key Person

B. Other Personnel

Number of Personnel	Project Role	Cal.	Months		Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
			Acad.	Sum.			
<input type="text"/>	Post Doctoral Associates	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	Graduate Students	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	Undergraduate Students	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	Secretarial/Clerical	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
1	Research Administrative Coordinator	1.20	<input type="text"/>	<input type="text"/>	7,887.00	2,406.00	10,293.00

1 Total Number Other Personnel

Total Other Personnel 10,293.00

Total Salary, Wages and Fringe Benefits (A+B) 10,293.00

C. Equipment Description

List items and dollar amount for each item exceeding \$5,000

Equipment item

Funds Requested (\$)

Additional Equipment:

Total funds requested for all equipment listed in the attached file

Total Equipment

D. Travel

Funds Requested (\$)

1. Domestic Travel Costs (Incl. Canada, Mexico and U.S. Possessions)

2. Foreign Travel Costs

Total Travel Cost

E. Participant/Trainee Support Costs

Funds Requested (\$)

1. Tuition/Fees/Health Insurance

2. Stipends

3. Travel

4. Subsistence

5. Other

Number of Participants/Trainees

Total Participant/Trainee Support Costs

F. Other Direct Costs

	Funds Requested (\$)
1. Materials and Supplies	
2. Publication Costs	
3. Consultant Services	
4. ADP/Computer Services	
5. Subawards/Consortium/Contractual Costs	
6. Equipment or Facility Rental/User Fees	
7. Alterations and Renovations	
8. Facilities: Building Maintenance and Security	1,041.00
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
Total Other Direct Costs	1,041.00

G. Direct Costs

Funds Requested (\$)
Total Direct Costs (A thru F) 11,334.00

H. Indirect Costs

Indirect Cost Type	Indirect Cost Rate (%)	Indirect Cost Base (\$)	Funds Requested (\$)
Federally Negotiated NICRA	21.80	10,293.00	2,244.00

Total Indirect Costs	2,244.00
-----------------------------	----------

Cognizant Federal Agency
(Agency Name, POC Name, and
POC Phone Number)

I. Total Direct and Indirect Costs

Funds Requested (\$)
Total Direct and Indirect Institutional Costs (G + H) 13,578.00

J. Fee

Funds Requested (\$)

K. Total Costs and Fee

Funds Requested (\$)
Total Costs and Fee (I + J) 13,578.00

L. Budget Justification

(Only attach one file.)

Budget Justification.pdf

Add Attachment

Delete Attachment

View Attachment

		Totals (\$)
Section A, Senior/Key Person		
Section B, Other Personnel		
Total Number Other Personnel	3	29,700.00
Total Salary, Wages and Fringe Benefits (A+B)		29,700.00
Section C, Equipment		
Section D, Travel		
1. Domestic		
2. Foreign		
Section E, Participant/Trainee Support Costs		
1. Tuition/Fees/Health Insurance		
2. Stipends		
3. Travel		
4. Subsistence		
5. Other		
6. Number of Participants/Trainees		
Section F, Other Direct Costs		3,004.00
1. Materials and Supplies		
2. Publication Costs		
3. Consultant Services		
4. ADP/Computer Services		
5. Subawards/Consortium/Contractual Costs		
6. Equipment or Facility Rental/User Fees		
7. Alterations and Renovations		
8. Other 1	3,004.00	
9. Other 2		
10. Other 3		
11. Other 4		
12. Other 5		
13. Other 6		
14. Other 7		
15. Other 8		
16. Other 9		
17. Other 10		

Section G, Direct Costs (A thru F)

32,704.00

Section H, Indirect Costs

6,475.00

Section I, Total Direct and Indirect Costs (G + H)

39,179.00

Section J, Fee

Section K, Total Costs and Fee (I + J)

39,179.00

ATTACHMENT D
SUBAWARD CONTACTS

University Contacts

<u>Administrative Contact</u>	<u>Technical Contact</u>
Deborah Richard	Arryn Guy
Research Administrator	Assistant Professor of Psychology
Illinois Institute of Technology	Illinois Institute of Technology
10 West 35 th Street, IIT Tower, STE 7D7-1	3424 South State Street, Rm 201
Chicago, IL 60616-3717	Chicago, IL 60616-3717
Phone: (312) 567-3099	Phone: (312) 567-567-7141
Email: drichard1@iit.edu	Email: aguy1@iit.edu
<u>Financial Contact</u>	<u>Authorized Official</u>
Karen Hawthorne	Lisa Machtemes
Director, Grant and Contract Accounting	Director, Grant Award Negotiations and Acceptance
Illinois Institute of Technology	Illinois Institute of Technology
3424 South State Street, STE TC 4C8-2	10 West 35 th Street, IIT Tower, STE 7D7-1
Chicago, IL 60616-5374	Chicago, IL 60616-3717
Phone: (312) 567-3311	Phone: (312) 567-5717
Email: khawthorne@iit.edu	Email: lmachtemes@iit.edu

Subrecipient Contacts

<u>Administrative Contact</u>	<u>Technical Contact</u>
Kate Perl	Risa Flynn
Senior Grant Writer	Director of Research
Los Angeles LGBT Center	Los Angeles LGBT Center
1118 N. McCadden Place	1118 N. McCadden Place
Los Angeles, CA 90038-1213	Los Angeles, CA 90038-1213
Phone: (323) 993-7558	Phone: 323-993-7556
Email: kperl@lalgbtcenter.org	Email: rflynn@lalgbtcenter.org
<u>Financial Contact</u>	<u>Authorized Official</u>
Valentin Valdez	Robyn Goldman
Grants Manager	Chief Financial Officer
Los Angeles LGBT Center	Los Angeles LGBT Center
1118 N. McCadden Place	1118 N. McCadden Place
Los Angeles, CA 90038-1213	Los Angeles, CA 90038-1213
Phone: (213) 466-5070	Phone: (323) 993-8948
Email: vvaldez@lalgbtcenter.org	Email: robyn.goldman@lalgbtcenter.org

ATTACHMENT E
SAMPLE SUBRECIPIENT INVOICE/REQUEST FOR REIMBURSEMENT

Mail invoices to: Illinois Institute of Technology
Attention: Grant and Contract Accounting
subcontractinvoicing@iit.edu
Phone: (312) 567-3330

All checks will be payable to the name of the SUBRECIPIENT as stated on the agreement

Send payments to: _____

Payee Ref. No.: _____ SUBRECIPIENT PI: _____

Project Title: "Title of Project"

=====
Date Prepared: _____ Voucher No: _____

Period Covered: _____
=====

Expenses	Current Charges	Cumulative	Cost Share (if required per the agreement)	Cumulative Cost Share
Salary and Wages				
Fringe Benefits				
Supplies				
Travel				
Other Expenses				
Indirect Costs				
Total				
Less Previous Cumulative Amount				

TOTAL AMOUNT DUE TO INSTITUTION: \$ _____

As an authorized representative of the organization, I certify that all deliverables and required work product due to date have been submitted, and expenditures reported (or payments requested) are for appropriate purposes and in accordance with the statement of work, approved budget and other requirements as set forth in the subaward.

Signed: _____ Date: _____

Name: _____ Title: _____
(Payee's Authorized Certifying Official)

ATTACHMENT F
SUBRECIPIENT COMPLIANCE INFORMATION FORM

Subrecipient UEI Number: P81BR8HLB7C8

Subrecipient EIN Number: 95-3567895

Subrecipient Congressional District: CA-030

Is the project performance site the technical contact address listed in Attachment D? Yes ☐ No ☒

If no, please list project performance site below:

Los Angeles LGBT Center

1625 Schrader Blvd

Los Angeles, CA 90028-6213

Is Subrecipient currently registered in the SAM? Yes ☒ No ☐

Is Subrecipient exempt from reporting executive compensation? Yes ☐ No ☒

If no, please complete the information below.

The names and total compensation of the five most highly compensated officers of the Subrecipient must be listed if:

- (1) the Subrecipient in the preceding fiscal year received:
 - i. 80 percent or more of its annual gross revenues in Federal awards (federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements); AND
 - ii. \$25,000,000 or more in annual gross revenues from Federal awards; and
- (2) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Officer 1 Name: _____

Officer 1 Compensation: _____

Officer 2 Name: _____

Officer 2 Compensation: _____

Officer 3 Name: _____

Officer 3 Compensation: _____

Officer 4 Name: _____

Officer 4 Compensation: _____

Officer 5 Name: _____

Officer 5 Compensation: _____

EXHIBIT E

Attachment A



3/21/2025

Toni Allen
Illinois Institute Of Technology
[REDACTED]

Dear Toni Allen:

Effective with the date of this letter, funding for Project Number 4R00DA055508-03 is hereby terminated pursuant to the Fiscal Year 2024 National Institutes of Health ("NIH") Grants Policy Statement,[\[1\]](#) and 2 C.F.R. § 200.340(a)(2). This letter constitutes a notice of termination.[\[2\]](#) The 2024 Policy Statement applies to your project because NIH approved your grant on 8/1/2024, and "obligations generally should be determined by reference to the law in effect when the grants were made."[\[3\]](#)

The 2024 Policy Statement "includes the terms and conditions of NIH grants and cooperative agreements and is incorporated by reference in all NIH grant and cooperative agreement awards.[\[4\]](#)" According to the Policy Statement, "NIH may ... terminate the grant in whole or in part as outlined in 2 CFR Part 200.340.[\[5\]](#)" At the time your grant was issued, 2 C.F.R. § 200.340(a)(2) permitted termination "[b]y the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities."

This award no longer effectuates agency priorities. Research programs based on gender identity are often unscientific, have little identifiable return on investment, and do nothing to enhance the health of many Americans. Many such studies ignore, rather than seriously examine, biological realities. It is the policy of NIH not to prioritize these research programs.

Although "NIH generally will suspend (rather than immediately terminate) a grant and allow the recipient an opportunity to take appropriate corrective action before NIH makes a termination decision,"[\[6\]](#) no corrective action is possible here. The premise of this award is incompatible with agency priorities, and no modification of the project could align the project with agency priorities.

Costs resulting from financial obligations incurred after termination are not allowable.^[7] Nothing in this notice excuses either NIH or you from complying with the closeout obligations imposed by 2 C.F.R. §§ 75.381-75.390. NIH will provide any information required by the Federal Funding Accountability and Transparency Act or the Office of Management and Budget's regulations to *USAspending.gov*.^[8]

Administrative Appeal

You may object and provide information and documentation challenging this termination.^[9] NIH has established a first-level grant appeal procedure that must be exhausted before you may file an appeal with the Departmental Appeals Board.^[10]

You must submit a request for such review to Dr. Matt Memoli no later than 30 days after the written notification of the determination is received, except that if you show good cause why an extension of time should be granted, Dr. Memoli may grant an extension of time.^[11]

The request for review must include a copy of the adverse determination, must identify the issue(s) in dispute, and must contain a full statement of your position with respect to such issue(s) and the pertinent facts and reasons in support of your position. In addition to the required written statement, you shall provide copies of any documents supporting your claim.^[12]

Sincerely,

Michelle G. Bulls -S Digitally signed
by Michelle G.
Bulls -S

Michelle G. Bulls, on behalf of Pamela Fleming, Chief Grants Management Officer, NIDA
Director, Office of Policy for Extramural Research Administration
Office of Extramural Research

^[1] <https://grants.nih.gov/grants/policy/nihgps/nihgps.pdf>.

^[2] 2 C.F.R. § 200.341(a); 45 C.F.R. § 75.373

^[3] *Bennett v. New Jersey*, 470 U.S. 632, 638 (1985).

^[4] NIH Grants Policy Statement at IIA-1.

^[5] *Id.* at IIA-155.

^[6] NIH Grants Policy Statement at IIA-156.

^[7] See 2 C.F.R. § 200.343 (2024).

^[8] 2 C.F.R. § 200.341(c); 45 C.F.R. § 75.373(c)

^[9] See 45 C.F.R. § 75.374.

^[10] See 42 C.F.R. Part 50, Subpart D

^[11] 11 *Id.* § 50.406(a)

^[12] 12 *Id.* § 50.406(b)