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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 TYLER TERMEER, CHIEF EXECUTIVE OFFICER OF SAN FRANCISCO AIDS FOUNDATION, IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION**

I, Dr. Tyler TerMeer, hereby state as follows:

1. I am the Chief Executive Officer of San Francisco AIDS Foundation ("SFAF"), a nonprofit 501(c)(3) organization based in San Francisco, California. SFAF works to promote health, wellness, and social justice for communities affected by HIV through advocacy, education, and direct services. I have served in this capacity since February 14, 2022.

2. On February 24, 2025, I executed a Declaration (ECF No. 47-9) in support of Plaintiffs' Complaint and Motion for a Preliminary Injunction, filed on March 3, 2025 (ECF No. 47) to prevent Defendant agencies and their leadership from enforcing Executive Order No. 14168 "Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government" ("Gender Order"), issued January 20, 2025; Executive order No. 14151 "Ending Radical and Wasteful DEI Programs and Preferencing" ("DEI-1 Order"), issued January 20, 2025; and Executive Order No. 14173 "Ending Illegal Discrimination and Restoring Merit-Based Opportunity" ("DEI-2 Order"), issued January 21, 2025 (collectively, the "Executive Orders"), and related agency directives.

3. Since executing that Declaration on February 24, 2025, I learned that Defendant National Institutes of Health ("NIH") has terminated a federal grant awarded to the University of California, San Francisco ("UCSF") under which SFAF is a subawardee. I have also learned that the Substance Abuse and Mental Health Services Administration ("SAMHSA"), a component of Defendant U.S. Department of Health and Human Services ("HHS"), recently terminated a grant to the California Department of Health Care Services under which SFAF is a subrecipient.

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

A. NIH Grant Termination

5. Upon information and belief, on or about July 18, 2024, UCSF won a $1,628,180 grant from NIH (the "NIH Grant") to study the effectiveness of Doxy-PEP, a post-exposure

prophylaxis to prevent bacterial sexually transmitted infections ("STIs") like chlamydia, gonorrhea, and syphilis. The NIH Grant was for the period July 18, 2024 through June 30, 2029 (the "Doxy-PEP Study").

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

7. On July 18, 2024, SFAF was awarded a Cost Reimbursement Subaward by UCSF under the NIH Grant pursuant to which SFAF is studying the effectiveness of Doxy-PEP in a target population of transgender women and men who have sex with men ("MSM"). Prior research has shown that members of this population are at high risk of the bacterial STIs Doxy-PEP is designed to prevent.

8. The Cost Reimbursement Subaward Agreement between UCSF and SFAF is attached as **Exhibit B**. SFAF receives approximately $50,000 per year under the NIH Grant. SFAF's work in the Doxy-PEP study includes recruiting, enrolling, and maintaining the optimal study cohort, coordinating with care providers to ensure those enrolled in the study who agree to take Doxy-PEP continue to do so, and follow-up with those who decline to take Doxy-PEP after 12 months. SFAF's work also includes follow-up with those taking Doxy-PEP every three months to ensure completion of a study questionnaire and continued STI testing to monitor the effectiveness of Doxy-PEP and the evaluate bacterial resistance. SFAF has a full-time research associate working on the Doxy-PEP study and the NIH Grant was intended to fund 25% of that individual's compensation in 2025 and 50% of their compensation for the four years thereafter.

9. Upon information and belief, on or about March 18, 2025, UCLA received a Notice of Termination, purporting to immediately terminate the NIH Grant (the "Termination Notice").

10. According to the Termination Notice, the NIH Grant was terminated because "[r]esearch 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."

11. The Termination Notice is attached as **Exhibit C**.

12. We do not understand the reasoning behind this grant termination. The NIH Director is directed to "encourage efforts to improve research related to the health of sexual and gender minority populations." 42 USC § 283p. Our application and subsequent grant award fall squarely within this Congressional mandate and the purported basis of this termination directly contradicts one of the purposes of the NIH.

13. Without the funding from the NIH Grant, SFAF will likely be forced to terminate the research associate assigned to the Doxy-PEP study.

B. The SAMHSA Grant

14. SFAF receives approximately $125,000 of pass-through funding per year from SAMHSA. This funding flows to SFAF from The Center at Sierra Health Foundation, via the California Department of Health Care Services, and is part of the State of California's Behavioral Health Recovery Services Project (the "SAMHSA Grant").

15. The Behavioral Health Recovery Services Project is intended to improve access to behavioral health across the state. The Center at Sierra Health Foundation serves as the administrative entity for the state and awards subrecipient agreements to organizations that provide behavioral health recovery services to individuals experiencing severe mental illness, serious emotional disturbance, and substance use disorder.

16. On April 16, 2024, SFAF was awarded a Subrecipient Agreement by The Center at Sierra Health Foundation to fund its work enhancing access and equity in substance use treatment services through strengthening the Treatment on Demand Coalition. SFAF utilized the grant funds pay for 1.0 FTE dedicated to organizing and working with other behavioral health recovery service providers to expand substance use treatment and address racial disparities in overdose and treatment outcomes in San Francisco. This work specifically targets communities most impacted by health disparities, including LGBTQ+, BIPOC, PWID, and TGNB individuals who face intersecting challenges related to discrimination, homophobia, transphobia, poverty, homelessness, substance use, mental health issues, and HIV stigma.

17. The Subrecipient Agreement is attached as **Exhibit D**.

18. The funds received under the SAMHSA Grant pays one employee's full-time salary and, without the funding, that position will need to be eliminated.

19. On April 1, 2025, SFAF was advised by The Center at Sierra Health Foundation that the SAMHSA Grant was terminated effective March 24, 2025. A copy of the notice SFAF received is attached as **Exhibit E**.

20. Loss of the SAMHSA Grant would mean that SFAF is no longer able to convene and coordinate behavioral health recovery service providers to enhance access and equity in substance use treatment services and would likely have to terminate one full-time employee.

21. The NIH Grant and the SAMSHA Grant are not the only federal funding that SFAF relies upon and experiencing the termination of those grants has only heightened the concerns and challenges we are already facing as a result of the Executive Orders that were detailed in my February 24 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 and SAMHSA Grants are just the first of many existing federal grants SFAF receives funding under that will be terminated.

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

Dated: April 7, 2025

Respectfully submitted,

Dr. Tyler TerMeer

EXHIBIT A

Notice of Award

RESEARCH
Department of Health and Human Services
National Institutes of Health

NATIONAL INSTITUTE OF ALLERGY AND INFECTIOUS DISEASES

SECTION I – AWARD DATA – 1R01AI181732-01A1

Principal Investigator(s):
CONNIE L CELUM, MD
Anne Frey Luetkemeyer (contact), MD

Award e-mailed to: [redacted]

Dear Authorized Official:

The National Institutes of Health hereby awards a grant in the amount of $1,628,180 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to The Regents of the UCSF 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 Of Allergy And Infectious Diseases of the National Institutes of Health under Award Number R01AI181732. 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,

Jordan A. Kindbom
Grants Management Officer
NATIONAL INSTITUTE OF ALLERGY AND INFECTIOUS DISEASES

Additional information follows

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

Salaries and Wages	$55,442
Fringe Benefits	$12,587
Personnel Costs (Subtotal)	$68,029
Materials & Supplies	$7,900
Travel	$2,333
Other	$37,184
Subawards/Consortium/Contractual Costs	$1,326,849
Federal Direct Costs	$1,442,295
Federal F&A Costs	$185,885
Approved Budget	$1,628,180
Total Amount of Federal Funds Authorized (Federal Share)	$1,628,180
TOTAL FEDERAL AWARD AMOUNT	$1,628,180
AMOUNT OF THIS ACTION (FEDERAL SHARE)	$1,628,180

SUMMARY TOTALS FOR ALL YEARS (for this Document Number)		
YR	**THIS AWARD**	**CUMULATIVE TOTALS**
1	$1,628,180	$1,628,180
2	$1,493,206	$1,493,206
3	$1,480,679	$1,480,679
4	$1,473,241	$1,473,241
5	$1,535,743	$1,535,743

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

Fiscal Information:

Payment System Identifier:	1946036493A6
Document Number:	RAI181732A
PMS Account Type:	P (Subaccount)
Fiscal Year:	2024

IC	CAN	2024	2025	2026	2027	2028
AI	8472364	$1,628,180	$1,493,206	$1,480,679	$1,473,241	$1,535,743

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

NIH Administrative Data:
PCC: M37C BR / **OC**: 41021 / **Released**: 07/09/2024
Award Processed: 07/18/2024 12:17:20 AM

SECTION II – PAYMENT/HOTLINE INFORMATION – 1R01AI181732-01A1

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 – 1R01AI181732-01A1

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).

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) R01AI181732. 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/.

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 – AI SPECIFIC AWARD CONDITIONS – 1R01AI181732-01A1

Clinical Trial Indicator: No
This award does not support any NIH-defined Clinical Trials. See the NIH Grants Policy Statement Section 1.2 for NIH definition of Clinical Trial.

The budget period anniversary start date for future year(s) will be **July 1.**

***

This Notice of Award (NoA) includes funds for **University of Washington** in the amount of **$638,432.00**.

This Notice of Award (NoA) includes funds for the **City & County of San Francisco - Department of Public Health** in the amount of **$80,124.00**.

This Notice of Award (NoA) includes funds for the **Public Health Foundation Enterprises, Inc.** in the amount of **$44,879.00**.

This Notice of Award (NoA) includes funds for the **San Francisco AIDS Foundation** in the amount of **$52,822.00**.

This Notice of Award (NoA) includes funds for **Emory University** in the amount of **$173,535.00**.

This Notice of Award (NoA) includes funds for **University of Miami** in the amount of **$166,451.00**.

This Notice of Award (NoA) includes funds for **Wayne State University** in the amount of **$171,146.00**.

***

In accordance with the NIAID Financial Management Plan, NIAID does not provide funds for inflationary increases. Future budget year(s) committed amounts were adjusted accordingly. See https://www.niaid.nih.gov/grants-contracts/financial-management-plan.

***

Commitment overlap is not permitted, and occurs when an individual's time commitment exceeds 100 percent (i.e., 12 person months), whether or not salary support is requested. Therefore, no individual's time commitment may exceed 100 percent (i.e., 12 person months). Reductions in

NIH support due to commitment overlap must be made in accordance with NIH policy as outlined in the NIH Grants Policy Statement.

***

This award includes human subject research studies and must conform to the DHHS policies for the Protection of Human Subjects research, which are a term and condition of award. Human subjects research is covered by the 2018 Common Rule, and may not be initiated until the associated protocols have received IRB approval as specified in 45 CFR 46. Failure to comply with the terms and conditions of award may result in the disallowance of costs and/or additional enforcement actions as outlined in Section 8.5 of the NIH Grants Policy Statement.

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Highly Pathogenic Agents:

NIAID defines a Highly Pathogenic Agent as an infectious Agent or Toxin that may warrant a biocontainment safety level of BSL3 or higher according to the current edition of the CDC/NIH Biosafety in Microbiological and Biomedical Laboratories (BMBL) (https://www.cdc.gov/labs/BMBL.html). Research funded under this grant must adhere to the BMBL, including using the BMBL-recommended biocontainment level at a minimum. If the Institutional Biosafety Committee (IBC) (or equivalent body) or designated institutional biosafety official recommends a higher biocontainment level, the higher recommended containment level must be used.
When submitting future Progress Reports indicate at the beginning of the report:

If no research with a Select Agent (see 42 CFR 73 for the relevant human Select Agents and Toxins; and 7 CFR 331 and 9 CFR 121 for the relevant animal and plant Select Agents and Toxins at https://www.selectagents.gov/regulations/ and https://www.selectagents.gov/sat/list.htm) and/or has been performed or is planned to be performed under this grant.

If the IBC or equivalent body or official has determined, for example, by conducting a risk assessment, that the work being planned or performed under this grant may be conducted at a biocontainment safety level that is lower than BSL3.

If the work involves Select Agents and/or Highly Pathogenic Agents, also address the following points:

Any NIAID pre-approved changes in the use of the Select Agents and/or Highly Pathogenic Agents including its restricted experiments that have resulted in a change in the required biocontainment level, and any resultant change in location, if applicable, as determined by the IBC or equivalent body or official.

If work with a new or additional Select Agents and/or Highly Pathogenic Agents is proposed in the upcoming project period, provide:

- A list of the new and/or additional Agent(s) that will be studied;
- A description of the work that will be done with the Agent(s), and whether or not the work is a restricted experiment;
- The title and location for each biocontainment resource/facility, including the name of the organization that operates the facility, and the biocontainment level at which the work will be conducted, with documentation of approval by the IBC or equivalent body or official. It is important to note if the work is being done in a new location;
- Any biosafety incidents that occurred and were reported to NIH/NIAID.

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: 1R01AI181732-01A1

INSTITUTION: The Regents of the UCSF

Budget	Year 1	Year 2	Year 3	Year 4	Year 5
Salaries and Wages	$55,442	$20,445	$20,071	$40,010	$216,945
Fringe Benefits	$12,587	$6,583	$6,275	$14,682	$68,091
Personnel Costs (Subtotal)	$68,029	$27,028	$26,346	$54,692	$285,036
Materials & Supplies	$7,900	$3,600	$3,100	$400	
Travel	$2,333	$10,155	$1,226	$1,430	$1,915
Other	$37,184	$44,868	$44,948	$19,438	$4,330
Subawards/Consortium/Contractual Costs	$1,326,849	$1,352,738	$1,356,662	$1,348,667	$1,051,482
Publication Costs					$4,000
TOTAL FEDERAL DC	$1,442,295	$1,438,389	$1,432,282	$1,424,627	$1,346,763
TOTAL FEDERAL F&A	$185,885	$54,817	$48,397	$48,614	$188,980
TOTAL COST	$1,628,180	$1,493,206	$1,480,679	$1,473,241	$1,535,743

Facilities and Administrative Costs	Year 1	Year 2	Year 3	Year 4	Year 5
F&A Cost Rate 1	64%	64%	64%	64%	64%
F&A Cost Base 1	$290,446	$85,651	$75,620	$75,960	$295,281
F&A Costs 1	$185,885	$54,817	$48,397	$48,614	$188,980

EXHIBIT B

FDP Cost Reimbursement Subaward

Run Template

Federal Awarding Agency: National Institutes of Health (NIH)

Pass-Through Entity (PTE):	**Subrecipient:**
The Regents of the University of California San Francisco	San Francisco AIDS Foundation
PTE PI: Annie Luetkemeyer	Sub PI: Hyman Scott, MD MPH
PTE Federal Award No: 1R01AI181732-01A1	Subaward No: 15484sc

Project Title: The Doxy-PEP Impact Study: a multi-city US longitudinal cohort to evaluate doxy-PEP field effectiveness, investigate associated antimicrobial resistance, and establish doxy-PEP to need ratios

Subaward Budget Period: Start: 7/18/2024 ? End: 6/30/2025 ?	Amount Funded This Action (USD): $52822
Estimated Period of Performance: Start: 7/18/2024 End: 6/30/2029	Incrementally Estimated Total (USD): $306425

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent 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), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.

3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs 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 the PTE's Authorized Official Contact and the Subrecipient's Authorized Official Contact 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.

7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.

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.

9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the 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

10. By signing this Subaward, including the attachments hereto 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, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, 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 the PTE:	By an Authorized Official of the Subrecipient:
DocuSigned by: Scott Mayhew 5702F54F124F441...	
9/24/2024	09 / 23 / 2024
Name: Scott Mayhew	Name: Peter Parisot
Date	Date
Title: Contract Officer	Title: Chief Legal Officer

Attachment 1
Certifications and Assurances

Subaward Number: 15484sc

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 200.214 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
Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

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 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.

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.

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 2
Federal Award Terms and Conditions

Subaward Number: 15484sc

Required Data Elements

The data elements required by Uniform Guidance are incorporated in the attached Federal Award. ?

Awarding Agency Institute (If Applicable)

Federal Award Issue Date	FAIN	Assistance Listing No.

Assistance Listing Program Title (ALPT)

Key Personnel Per NOA ?

This Subaward Is:

■ Research & Development ■ Subject to FFATA

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/policy/notices.htm
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/grants/policy/nihgps/nihgps.pdf
4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:
   https://www.nsf.gov/awards/managing/rtc.jsp except for the following :
   a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
   b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
   c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
   d. Title to equipment as defined in 2 CFR 200.1 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.
   e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: Additive

Special Terms and Conditions:

Data Sharing and Access:
Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

Data Rights:
Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

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

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):
Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If 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)

☐ No Human or Vertebrate Animals

☒ Human Subjects

IRB: Upon Request

☐ Vertebrate Animals

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

Subrecipient agrees that any non-exempt human and/or vertebrate animal research protocol conducted under this Subaward shall be reviewed and approved by the appropriate 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 the appropriate 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.

Human Subjects Data (Select One) Human subjects data will not be addressed in this agreement

This section left intentionally blank

NIH Terms and Conditions

The Clinical Trial Indicator in Section IV of the PTE's NOA is stated as: No ?

Multiple PIs (MPI)

This subaward is not subject to an MPI Leadership Plan. ?

Certificate of Confidentiality:

The Parties agree that this research funded in whole or in part by the National Institutes of Health ("NIH"), is subject to NIH Policy NOT-OD-17-109 (the "Policy") and therefore is deemed under the Policy to be issued a Certificate of Confidentiality ("Certificate") should the conditions outlined within the Policy apply. Accordingly, the subrecipients who collect or receive identifiable, sensitive information are is required to adhere to the Policy and protect the privacy of individuals who are subjects of such research in accordance with the Policy and subsection 301(d) of the Public Health Service Act (the "PHS Act").

Additional Terms ?

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number: 15484sc

PTE Information

Entity Name: The Regents of the University of California San Francisco

Legal Address: c/o Office of Sponsored Research, Box 0962
490 Illinois Street, 4th Floor
San Francisco, CA 94143

Website: osr.ucsf.edu

PTE Contacts

Central Email: [redacted]

Principal Investigator Name: Annie Luetkemeyer

Email: [redacted] Telephone Number:

Administrative Contact Name: Hope Friedland

Email: [redacted] Telephone Number:

COI Contact email (if different to above): [redacted]

Financial Contact Name: Jen Lau

Email: j[redacted] Telephone Number:

Email invoices? (●) Yes ( ) No Invoice email (if different): [redacted]

Authorized Official Name: Manager, Subcontracts Team

Email: [redacted] Telephone Number:

PI Address:

c/o Office of Sponsored Research, Box 0962
490 Illinois Street, 4th Floor
San Francisco, CA 94143

Administrative Address:

c/o Office of Sponsored Research, Box 0962
490 Illinois Street, 4th Floor
San Francisco, CA 94143

Invoice Address:

1855 Folsom Street, #425
San Francisco, CA 94143-0812

Attachment 3B

Research Subaward Agreement
Subrecipient Contacts

Subaward Number: 15484sc

Subrecipient Information for FFATA reporting

Entity's UEI/DUNS Name: San Francisco AIDS Foundation

EIN No.: 94-2927405 Institution Type: Other

UEI / DUNS: L85GDP5FVVU5 Currently registered in SAM.gov: (X) Yes ( ) No

Parent UEI / DUNS: Exempt from reporting executive compensation: Yes ( ) No (X)
(if no, complete 3B pg2)

Place of Performance Information for FFATA reporting
Physical Address, City, State (if U.S.) and Country:

470 Castro Street, San Francisco, California

U.S. Entities only (insert information for Place of Performance):
Congressional District: 11th Zip Code+4: 94114-2482 Zip Code Look-up

Subrecipient Contacts

Central Email: [redacted]
Website: www.sfaf.org

Principal Investigator Name: Jorge Roman
Email: [redacted] Telephone Number: [redacted]

Administrative Contact Name: Javier Saucedo
Email: [redacted] Telephone Number: [redacted]

Financial Contact Name: Jenny Hsieh
Email: [redacted] Telephone Number: [redacted]
Invoice Email: [redacted]

Authorized Official Name: Peter Parisot
Email: [redacted] Telephone Number: [redacted]

Legal Address:

940 Howard Street, San Francisco, California 94109

Administrative Address:

940 Howard Street, San Francisco, California 94109

Payment Address:

940 Howard Street, San Francisco, California 94109

Attachment 3B-2

Highest Compensated Officers

Subaward Number: 15484sc

Subrecipient:

Institution Name: San Francisco AIDS Foundation

PI Name: Hyman Scott, MD MPH

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: Lara

Officer 1 Compensation: 291,814

Officer 2 Name: Tyler

Officer 2 Compensation: 283,988

Officer 3 Name: Russell

Officer 3 Compensation: 279,045

Officer 4 Name: Chris

Officer 4 Compensation: 206,958

Officer 5 Name: Kevin

Officer 5 Compensation: 204,143

Attachment 4
Reporting and Prior Approval Terms

Subaward Number: 15484sc

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 Administrative Contact within 15 days of 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 Administrative Contact.

☒ Annual technical / progress reports will be submitted within 60 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, 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 technical/progress report will be submitted to the PTE's Principal Investigator within 60 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:

Carryover:
Carryover is automatic

Other Reports:

☒ In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's Administrative Contact within 60 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 Administrative Contact within 60 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: No

☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements: ?

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number: 15484sc

Statement of Work

○ Below ◉ Attached, 1 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 33 %

Rate Type: Modified Total Direct Costs

Cost Sharing ? No

If Yes, include Amount: $

Budget Details

○ Below ◉ Attached, 4 pages

Budget Totals

Direct Costs	$ 39716
Indirect Costs	$ 13106
Total Costs	$ 52822

All amounts are in United States Dollars

Statement of Work
San Francisco AIDS Foundation

Hyman Scott, MD, MPH is the Medical Director of Clinical Research at Bridge HIV at the San Francisco Department of Public Health, an Assistant Professor of Medicine at the University of California, San Francisco (UCSF) and Chief Medical Officer of Research at San Francisco AIDS Foundation. Dr. Scott will serve as the Site PI of the San Francisco AIDS Foundation and oversee the conduct of the project.

The research coordinator at SF AIDS Foundation will assist and coordinate recruitment and organization of participants. This role will oversee all aspects of the study including recruitment, enrolling, and retention of study participants, and collection and oversight of shipping of biologic specimens. Dr. Hyman Scott will supervise this position.

Site specific activities will include:

- Participation in weekly/bi-weekly team call to discuss study implementation.
- Establish workflows within current clinical practice to identify persons who are male sex at birth and eligible to receive doxy-PEP according to local and/or national guidelines to whom doxy-PEP will be offered. Opportunities to reach potential participants include connecting with potential participants the time of new STI diagnosis/treatment, at the time of HIV PrEP initiation or continuation visit, or by provider referral.
- Describe doxy-PEP and the DoxyDemo study to eligible candidates.
- Consent and enroll eligible persons who accept doxyPEP. Coordination with care provider to ensure doxy-PEP is initiated within established local clinic workflows.
- Verbally consent and enroll persons who decline to initiate doxy-PEP and offer follow up at month 12.
- Conduct study procedures for doxy-PEP Accepters, including contact every three months to ensure completion of questionnaire and chart review for interval STIs, targeted bacterial infections and antibiotic use, coordination at the time of STI for in person swabs for resistance evaluation, annual in-person visit for Staph and rectal microbiome swab.
- Manage participant stipends according to protocols
- Data management which includes maintenance of source documents, data entry into study database, and resolution of data queries.
- Regulatory responsibilities including on-site maintenance of most current study protocol and ICF, documentation of staff training necessary for clinical study conduct, including Human Subjects Protection and IATA (for those who will be shipping specimens), and timely study team notification of any incidents requiring reporting to the IRB.

RESEARCH & RELATED BUDGET - Budget Period 1

OMB Number: 4040-0001
Expiration Date: 12/31/2022

UEI: L85GDP5FVVU5 **Enter name of Organization:** San Francisco AIDS Foundation

Budget Type: ☐ Project ☒ Subaward/Consortium **Budget Period: 1** **Start Date:** 07/18/2024 **End Date:** 06/30/2025

A. Senior/Key Person

Prefix	First	Middle	Last	Suffix	Base Salary ($)	Months Cal.	Months Acad.	Months Sum.	Requested Salary ($)	Fringe Benefits ($)	Funds Requested ($)
	Scott		Hyman			0.01			0.00	0.00	0.00

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: 0.00

B. Other Personnel

Number of Personnel	Project Role	Months Cal.	Months Acad.	Months Sum.	Requested Salary ($)	Fringe Benefits ($)	Funds Requested ($)
	Post Doctoral Associates						
	Graduate Students						
	Undergraduate Students						
	Secretarial/Clerical						
1	Research Assistant	3.00			18,750.00	5,156.00	23,906.00

1 **Total Number Other Personnel**

Total Other Personnel: 23,906.00

Total Salary, Wages and Fringe Benefits (A+B): 23,906.00

C. Equipment Description

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

Equipment item	Funds Requested ($)

Additional Equipment: 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)	1,250.00
2. Foreign Travel Costs	
Total Travel Cost	1,250.00

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	6,580.00
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.	Participant Costs	7,980.00
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
	Total Other Direct Costs	14,560.00

G. Direct Costs

	Funds Requested ($)
Total Direct Costs (A thru F)	39,716.00

H. Indirect Costs

Indirect Cost Type	Indirect Cost Rate (%)	Indirect Cost Base ($)	Funds Requested ($)
Modified Total Direct Costs	33.00	39,716.00	13,106.00

Total Indirect Costs	13,106.00

Cognizant Federal Agency (Agency Name, POC Name, and POC Phone Number): Department of Health and Human Services, Elmas Martin 415-437-7820

I. Total Direct and Indirect Costs

	Funds Requested ($)
Total Direct and Indirect Institutional Costs (G + H)	52,822.00

J. Fee

Funds Requested ($)

K. Total Costs and Fee

	Funds Requested ($)
Total Costs and Fee (I + J)	52,822.00

L. Budget Justification

(Only attach one file.) SFAF Budget Justification 1.2.pdf [Add Attachment] [Delete Attachment] [View Attachment]

Budget Justification – San Francisco AIDS Foundation

Section A - Senior/Key Personnel

Hyman Scott, MD MPH (Site Principle Investigator): Please see City and County of San Francisco Budget Justification

OTHER PERSONNEL

Ricardo Montoya, Research Coordinator: The research coordinator will assist and coordinate recruitment and organization of participants. As research coordinator, Ricardo will oversee all aspects of the proposal including management of local IRB approvals; recruitment, enrolling, and retention of study participants; and collection and oversight of shipping of biologic specimens. Ricardo will devote 25% FTE in Year 1, 50% FTE in Year 2; 50% FTE in Year 3; 50% FTE in Year 4; and 0% FTE in Year 5 – 6 Calendar Months. Benefits for SFAF are an average of 27.5%.

Total Salary and benefits requested = $167,345 for the 5 years of the project.

Section B - Subtotal other Personnel

TRAVEL

There is Investigator meeting travel, Domestic Scientific Meeting and International Scientific Meeting. For Year 1, budgeted travel to a domestic scientific meeting at $1,250. For Year 2, budgeted travel to an international scientific meeting at $1,250. For Year 3 and 4, budgeted travel to an investigator meeting at $1,250 per year. For Year 5, budgeted travel to a domestic scientific meeting at $1,250.

Total Travel requested = $6,250 for the 5 years of the project

OTHER DIRECT COSTS

Materials and Supplies: Year 1, requesting $2,500 for office supplies, recruitment materials, CRFs. $1,500 is requested for a laptop and tablets. $400 is requested for storage and shipping. $1,952 is requested for Staph Cultures. $228 is requested for STI Evaluations. Year 1 total is $6,580. Year 2 requesting $600 in storage and shipping, $2,928 in Staph Cultures, $342 in STI Evaluations. Year 2 total is $3,870. Year 3 requesting $600 in storage and shipping, $2,928 in Staph Cultures, $342 in STI Evaluations. Year 3 total is $3,870. Year 4 requesting $400 in storage and shipping, $1,952 in Staph Cultures, $228 in STI Evaluations. Year 4 total is $2,580. Total Materials and Supplies cost is $16,900.

Participant costs: $7,980 is requested in Year 1 and 4. $11,970 in Year 2 and 3. These expenses will cover around 167 participant payments to incentivize visits, in person STI resistance testing, bi-monthly surveys, and qualitative interviews. Total participant cost is $39,900.

Total Other Direct Costs requested = $56,800

INDIRECT COSTS
SFAF has a federally negotiated indirect cost rate of 33.0%.

Subaward Number: 15484sc

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.

Department of Health and Human Services
National Institutes of Health
NATIONAL INSTITUTE OF ALLERGY AND INFECTIOUS DISEASES

Notice of Award
FAIN# R01AI181732
Federal Award Date
07/18/2024

Recipient Information

1. Recipient Name
REGENTS OF THE UNIVERSITY OF CALIFORNIA, SAN FRANCISCO, THE
1855 FOLSOM ST STE 425
SAN FRANCISCO, CA 94103

2. Congressional District of Recipient
11

3. Payment System Identifier (ID)
1946036493A6

4. Employer Identification Number (EIN)
946036493

5. Data Universal Numbering System (DUNS)
094878337

6. Recipient's Unique Entity Identifier
KMH5K9V7S518

7. Project Director or Principal Investigator
Anne Frey Luetkemeyer, MD (Contact)

Annie.Luetkemeyer@ucsf.edu
141-547-6408

8. Authorized Official
David Derpich

Federal Agency Information

9. Awarding Agency Contact Information
Jade Carley Loewenstein
Grants Management Specialist
NATIONAL INSTITUTE OF ALLERGY AND INFECTIOUS DISEASES
jade.loewenstein@nih.gov
(240) 669-2102

10. Program Official Contact Information
ELEANORE JENNIFER Chuang

NATIONAL INSTITUTE OF ALLERGY AND INFECTIOUS DISEASES
eleanore.chuang@nih.gov
(240) 747-7858

Federal Award Information

11. Award Number
1R01AI181732-01A1

12. Unique Federal Award Identification Number (FAIN)
R01AI181732

13. Statutory Authority
42 USC 241 42 CFR 52

14. Federal Award Project Title
The Doxy-PEP Impact Study: a multi-city US longitudinal cohort to evaluate doxy-PEP field effectiveness, investigate associated antimicrobial resistance, and establish doxy-PEP to need ratios

15. Assistance Listing Number
93.855

16. Assistance Listing Program Title
Allergy and Infectious Diseases Research

17. Award Action Type
New Competing

18. Is the Award R&D?
Yes

Summary Federal Award Financial Information	
19. Budget Period Start Date 07/18/2024 **– End Date** 06/30/2025	
20. Total Amount of Federal Funds Obligated by this Action	$1,628,180
20 a. Direct Cost Amount	$1,442,295
20 b. Indirect Cost Amount	$185,885
21. Authorized Carryover	
22. Offset	
23. Total Amount of Federal Funds Obligated this budget period	$1,628,180
24. Total Approved Cost Sharing or Matching, where applicable	$0
25. Total Federal and Non-Federal Approved this Budget Period	$1,628,180
26. Project Period Start Date 07/18/2024 **– End Date** 06/30/2029	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	$1,628,180

28. Authorized Treatment of Program Income
Additional Costs

29. Grants Management Officer - Signature
Jordan A. Kindbom

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.

Notice of Award

RESEARCH
Department of Health and Human Services
National Institutes of Health

NATIONAL INSTITUTE OF ALLERGY AND INFECTIOUS DISEASES

SECTION I – AWARD DATA – 1R01AI181732-01A1

Principal Investigator(s):
CONNIE L CELUM, MD
Anne Frey Luetkemeyer (contact), MD

Award e-mailed to: cgrasteam@ucsf.edu

Dear Authorized Official:

The National Institutes of Health hereby awards a grant in the amount of $1,628,180 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to The Regents of the UCSF 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 Of Allergy And Infectious Diseases of the National Institutes of Health under Award Number R01AI181732. 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,

Jordan A. Kindbom
Grants Management Officer
NATIONAL INSTITUTE OF ALLERGY AND INFECTIOUS DISEASES

Additional information follows

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

Salaries and Wages	$55,442
Fringe Benefits	$12,587
Personnel Costs (Subtotal)	$68,029
Materials & Supplies	$7,900
Travel	$2,333
Other	$37,184
Subawards/Consortium/Contractual Costs	$1,326,849
Federal Direct Costs	$1,442,295
Federal F&A Costs	$185,885
Approved Budget	$1,628,180
Total Amount of Federal Funds Authorized (Federal Share)	$1,628,180
TOTAL FEDERAL AWARD AMOUNT	$1,628,180
AMOUNT OF THIS ACTION (FEDERAL SHARE)	$1,628,180

SUMMARY TOTALS FOR ALL YEARS (for this Document Number)		
YR	**THIS AWARD**	**CUMULATIVE TOTALS**
1	$1,628,180	$1,628,180
2	$1,493,206	$1,493,206
3	$1,480,679	$1,480,679
4	$1,473,241	$1,473,241
5	$1,535,743	$1,535,743

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

Fiscal Information:

Payment System Identifier:	1946036493A6
Document Number:	RAI181732A
PMS Account Type:	P (Subaccount)
Fiscal Year:	2024

IC	CAN	2024	2025	2026	2027	2028
AI	8472364	$1,628,180	$1,493,206	$1,480,679	$1,473,241	$1,535,743

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

NIH Administrative Data:
PCC: M37C BR / **OC**: 41021 / **Released**: 07/09/2024
Award Processed: 07/18/2024 12:17:20 AM

SECTION II – PAYMENT/HOTLINE INFORMATION – 1R01AI181732-01A1

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 – 1R01AI181732-01A1

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).

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) R01AI181732. 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/.

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 – AI SPECIFIC AWARD CONDITIONS – 1R01AI181732-01A1

Clinical Trial Indicator: No
This award does not support any NIH-defined Clinical Trials. See the NIH Grants Policy Statement Section 1.2 for NIH definition of Clinical Trial.

The budget period anniversary start date for future year(s) will be **July 1.**

***

This Notice of Award (NoA) includes funds for **University of Washington** in the amount of **$638,432.00**.

This Notice of Award (NoA) includes funds for the **City & County of San Francisco - Department of Public Health** in the amount of **$80,124.00**.

This Notice of Award (NoA) includes funds for the **Public Health Foundation Enterprises, Inc.** in the amount of **$44,879.00**.

This Notice of Award (NoA) includes funds for the **San Francisco AIDS Foundation** in the amount of **$52,822.00**.

This Notice of Award (NoA) includes funds for **Emory University** in the amount of **$173,535.00**.

This Notice of Award (NoA) includes funds for **University of Miami** in the amount of **$166,451.00**.

This Notice of Award (NoA) includes funds for **Wayne State University** in the amount of **$171,146.00**.

***

In accordance with the NIAID Financial Management Plan, NIAID does not provide funds for inflationary increases. Future budget year(s) committed amounts were adjusted accordingly. See https://www.niaid.nih.gov/grants-contracts/financial-management-plan.

***

Commitment overlap is not permitted, and occurs when an individual's time commitment exceeds 100 percent (i.e., 12 person months), whether or not salary support is requested. Therefore, no individual's time commitment may exceed 100 percent (i.e., 12 person months). Reductions in

NIH support due to commitment overlap must be made in accordance with NIH policy as outlined in the NIH Grants Policy Statement.

***

This award includes human subject research studies and must conform to the DHHS policies for the Protection of Human Subjects research, which are a term and condition of award. Human subjects research is covered by the 2018 Common Rule, and may not be initiated until the associated protocols have received IRB approval as specified in 45 CFR 46. Failure to comply with the terms and conditions of award may result in the disallowance of costs and/or additional enforcement actions as outlined in Section 8.5 of the NIH Grants Policy Statement.

***

Highly Pathogenic Agents:

NIAID defines a Highly Pathogenic Agent as an infectious Agent or Toxin that may warrant a biocontainment safety level of BSL3 or higher according to the current edition of the CDC/NIH Biosafety in Microbiological and Biomedical Laboratories (BMBL) (https://www.cdc.gov/labs/BMBL.html). Research funded under this grant must adhere to the BMBL, including using the BMBL-recommended biocontainment level at a minimum. If the Institutional Biosafety Committee (IBC) (or equivalent body) or designated institutional biosafety official recommends a higher biocontainment level, the higher recommended containment level must be used.
When submitting future Progress Reports indicate at the beginning of the report:

If no research with a Select Agent (see 42 CFR 73 for the relevant human Select Agents and Toxins; and 7 CFR 331 and 9 CFR 121 for the relevant animal and plant Select Agents and Toxins at https://www.selectagents.gov/regulations/ and https://www.selectagents.gov/sat/list.htm) and/or has been performed or is planned to be performed under this grant.

If the IBC or equivalent body or official has determined, for example, by conducting a risk assessment, that the work being planned or performed under this grant may be conducted at a biocontainment safety level that is lower than BSL3.

If the work involves Select Agents and/or Highly Pathogenic Agents, also address the following points:

Any NIAID pre-approved changes in the use of the Select Agents and/or Highly Pathogenic Agents including its restricted experiments that have resulted in a change in the required biocontainment level, and any resultant change in location, if applicable, as determined by the IBC or equivalent body or official.

If work with a new or additional Select Agents and/or Highly Pathogenic Agents is proposed in the upcoming project period, provide:

- A list of the new and/or additional Agent(s) that will be studied;
- A description of the work that will be done with the Agent(s), and whether or not the work is a restricted experiment;
- The title and location for each biocontainment resource/facility, including the name of the organization that operates the facility, and the biocontainment level at which the work will be conducted, with documentation of approval by the IBC or equivalent body or official. It is important to note if the work is being done in a new location;
- Any biosafety incidents that occurred and were reported to NIH/NIAID.

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: 1R01AI181732-01A1

INSTITUTION: The Regents of the UCSF

Budget	Year 1	Year 2	Year 3	Year 4	Year 5
Salaries and Wages	$55,442	$20,445	$20,071	$40,010	$216,945
Fringe Benefits	$12,587	$6,583	$6,275	$14,682	$68,091
Personnel Costs (Subtotal)	$68,029	$27,028	$26,346	$54,692	$285,036
Materials & Supplies	$7,900	$3,600	$3,100	$400	
Travel	$2,333	$10,155	$1,226	$1,430	$1,915
Other	$37,184	$44,868	$44,948	$19,438	$4,330
Subawards/Consortium/Contractual Costs	$1,326,849	$1,352,738	$1,356,662	$1,348,667	$1,051,482
Publication Costs					$4,000
TOTAL FEDERAL DC	$1,442,295	$1,438,389	$1,432,282	$1,424,627	$1,346,763
TOTAL FEDERAL F&A	$185,885	$54,817	$48,397	$48,614	$188,980
TOTAL COST	$1,628,180	$1,493,206	$1,480,679	$1,473,241	$1,535,743

Facilities and Administrative Costs	Year 1	Year 2	Year 3	Year 4	Year 5
F&A Cost Rate 1	64%	64%	64%	64%	64%
F&A Cost Base 1	$290,446	$85,651	$75,620	$75,960	$295,281
F&A Costs 1	$185,885	$54,817	$48,397	$48,614	$188,980

Dropbox Sign

Audit trail

Title	Doxy-PEP Impact Study 15484sc00
File name	15484sc00.pdf
Document ID	5ced8f6d79e398e68ae80bace7384e0e0b1e136e
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**09 / 23 / 2024** 17:21:52 UTC	Sent for signature to Peter Parisot ([redacted]) from finteam@sfaf.org IP: 73.158.228.207
VIEWED	**09 / 23 / 2024** 18:43:11 UTC	Viewed by Peter Parisot ([redacted]) IP: [redacted]
SIGNED	**09 / 23 / 2024** 18:43:35 UTC	Signed by Peter Parisot ([redacted]) IP: [redacted]
COMPLETED	**09 / 23 / 2024** 18:43:35 UTC	The document has been completed.

DocuSign

Certificate Of Completion

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Status: Completed
Subject: Complete with Docusign: 15484sc00 PE.pdf
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Document Pages: 23 Signatures: 1
Certificate Pages: 1 Initials: 0
AutoNav: Disabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Scott Mayhew
1855 Folsom St
Suite 601
San Francisco, CA 94103
[redacted]
IP Address: [redacted]

Record Tracking

Status: Original
9/24/2024 10:40:36 AM
Holder: Scott Mayhew
[redacted]
Location: DocuSign

Signer Events	Signature	Timestamp
Scott Mayhew Scott.Mayhew@ucsf.edu Contract Officer, Office of Sponsored Research University of California, San Francisco Security Level: Email, Account Authentication (Optional)	DocuSigned by: Scott Mayhew 5702F52F124F441... Signature Adoption: Pre-selected Style Using IP Address: [redacted]	Sent: 9/24/2024 10:41:10 AM Viewed: 9/24/2024 10:41:23 AM Signed: 9/24/2024 10:41:51 AM Freeform Signing

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/24/2024 10:41:10 AM
Certified Delivered	Security Checked	9/24/2024 10:41:23 AM
Signing Complete	Security Checked	9/24/2024 10:41:51 AM
Completed	Security Checked	9/24/2024 10:41:51 AM

Payment Events	Status	Timestamps

EXHIBIT C

National Institutes of Health
Office of Extramural Research

March 18, 2025

Olive T. Giovannetti
The Regents of the University of California, San Francisco
Olive.giovannetti@ucsf.edu

Dear Olive T. Giovannetti:

Effective with the date of this letter, funding for Project Number 1R01 AI181732-01A1 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 July 18, 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

[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.
[6] 2024 Policy Statement at IIA-156.

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: 2025.03.19 21:54:59 -04'00'

Michelle G. Bulls, on behalf Emily Linde, Chief Grants Management Officer, National Institute of Allergy and Infectious Diseases
Director, Office of Policy for Extramural Research Administration
Office of Extramural Research

[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

BEHAVIORAL HEALTH RECOVERY SERVICES PROJECT SUBRECIPIENT AGREEMENT

This Behavioral Health Recovery Services Project ("BHRSP") Subrecipient Agreement (the "Agreement") is made and entered into as of **December 1, 2023** (the "Effective Date") by and between Sierra Health Foundation: Center for Health Program Management ("The Center") and **San Francisco AIDS Foundation**, a **Nonprofit Corporation** ("Subrecipient").

In consideration of the mutual covenants set forth herein, the parties agree as follows:

1. SERVICES TO BE PERFORMED BY SUBRECIPIENT

1.01. Prime Contract. The Center and the California Department of Health Care Services (the "Funder") entered into that certain Standard Agreement (#21-10382) dated November 1, 2021 and Amendment Number 1 dated October 12, 2022 (the "Prime Contract"), for the Behavioral Health Recovery Services Project (the "Project") whereby The Center serves as the administrative entity, awarding subrecipient agreements to organizations across California that provide behavioral health recovery services to individuals experiencing severe mental illness (SMI), serious emotional disturbance (SED) and substance use disorder (SUD). The overarching goal of the Project is to increase the number and quality of and utilization of culturally responsive behavioral health recovery services and programs statewide that are tailored to local needs.

The Center hereby engages Subrecipient, as an independent contractor, to render the Services defined in Section 2 in connection with the services to be performed under the Prime Contract and Subrecipient is willing to perform such Services subject to the terms and conditions set forth in this Agreement. Subrecipient has been provided with the opportunity to review the terms of the Prime Contract, a copy of which is available through the following link: Prime Contract Behavior Health Recovery Services Project. The terms of the Prime Contract are hereby incorporated into this Agreement by reference, in their entirety. Subrecipient shall be bound and obligated by the Prime Contract, and to The Center, in the same manner and to the same extent as The Center is bound to the Funder under the Prime Contract, including providing all information required by the Prime Contract, to the extent that the terms of the Prime Contract relate in any way, directly or indirectly, to the Services to be performed under this Agreement. Notwithstanding the foregoing or any contrary provision of this Agreement, nothing in this Agreement shall be construed as bestowing any rights or privileges on Subrecipient beyond what is provided for in the Agreement. Moreover, nothing in this Agreement shall be construed as limiting any rights or privileges of The Center otherwise allowed or provided for by the Agreement or the Prime Contract. In the event of any conflict, ambiguity, or inconsistency between or among the provisions, terms, or conditions of this Agreement, including the attachments hereto or any documents referred to herein, or between or among the provisions, terms, or conditions of this Agreement and the Prime Contract, the provision, term, or condition requiring the greater quantity or higher quality, or placing the greater burden on Subrecipient, shall govern and control.

1.02. Status of Subrecipient. Subrecipient enters into this Agreement and will remain throughout the Term, as an independent contractor. Subrecipient agrees that Subrecipient does not and will not have any authority to act for, represent, obligate, or bind The Center in any way, nor in any way be deemed an agent, partner, joint ventures, employee, or in any other capacity a representative of The Center. Subrecipient agrees that Subrecipient is not entitled to the rights or benefits afforded to The Center's employees, including but not limited to disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Subrecipient is responsible for providing, at its own expense, disability insurance, unemployment insurance, workers' compensation insurance, and any other insurance, training, permits, and licenses for itself and for its employees and sub-subcontractors of any tier.

1.03. Method of Performing Services. Subrecipient will perform the services described in the Scope of Services attached hereto as **Scope of Services & Work Plan Attachment** and incorporated herein by reference (the "Services"). By signing this Agreement, Subrecipient agrees to perform the Services in accordance with any applications submitted by Subrecipient and approved by The Center and in accordance with this Agreement including the attachments. Subrecipient further certifies that it meets all eligibility requirements for performance and payment for the Services including as agreed based on the application submitted by Subrecipient. Subrecipient will furnish all equipment, materials, tools, and supplies used in connection with the performance of the Services. Subject to the

terms of this Agreement, Subrecipient will determine the method, details, and means of performing the Services hereunder. The Center reserves the right in its sole discretion to determine the amount and allocation of work assigned to Subrecipient at all times during the Term.

1.04. Term. The term of the Agreement period will commence on **December 1, 2023,** ("Effective Date") and will continue thereafter until **June 30, 2025,** (the ("Expiration Date") or earlier termination in accordance with the terms of this Agreement (the "Term").

1.05. Employees. Subrecipient shall not hire employees of The Center, or any organization related to the Center to perform any portion of the Services or any work arising in connection with the Services, including, without limitation, secretarial, clerical, and similar incidental or nonincidental services.

1.06. Payment of Taxes. Subrecipient is responsible for paying when due all taxes, including penalties and interest, incurred in connection with Subrecipient's performance of the Services including, without limitation, income taxes, self-employment taxes, and other taxes, including estimated taxes, incurred as a result of any Compensation paid by The Center to Subrecipient for the Services rendered hereunder. Subrecipient will not be treated as an employee for purposes of disability income, Social Security taxes and benefits, federal unemployment compensation taxes, state unemployment insurance benefits, state wage and hour laws, and federal income tax withholding at sources. Subrecipient agrees to defend and indemnify The Center for any claims, costs, losses, fees, penalties, interest, or damages incurred by The Center resulting from Subrecipient's failure to comply with this Section. Subrecipient further agrees that in the event and to the extent Subrecipient is determined, by a court or agency with jurisdiction, to be an employee for purposes of a California Wage Order due to application of the "ABC" test set forth in the California Supreme Court case *Dynamex Operations West, Inc. v. Superior Court*, 4 Cal.5th 903 (2018), Subrecipient will still be considered an independent contractor for purposes of this Agreement and all other laws.

1.07. Compliance with Laws. Subrecipient, in the course of performance of the Services, shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations (including without limitation all applicable labor, employment, immigration, and anti-discrimination laws, rules and regulations).

1.08. Record Retention/Audit. Subrecipient agrees to maintain and preserve records related to this Agreement until three (3) years following (a) termination of this Agreement or (b) final payment to Subrecipient hereunder. Subrecipient further agrees to permit The Center or Funder (through their respective designated representatives) to have access to, examine, and audit any books, documents, papers, and records related to this Agreement and to allow interviews of any employees who might reasonably have information related to such books, documents, papers, or records.

Subrecipient agrees that The Center and Funder (through their respective designated representatives) will have the right at any time during the Term, during Subrecipient's normal business hours, to conduct monitoring activities including but not limited to on-site visits and desk reviews, with respect to the Services (including deliverables) being provided by Subrecipient hereunder and Subrecipient's compliance with this Section. Subrecipient further agrees to comply with all audit and record retention requirements of the Prime Contract. The provisions of this Section shall survive the termination of this Agreement.

2. COMPENSATION

2.01. Total Award Amount to Subrecipient. Total payments by The Center to Subrecipient in connection with the performance of Services under this Agreement, including fees, reimbursements, costs, travel, and any other payments made for services rendered, material provided, or other expenses (collectively, "Compensation"), whether paid pursuant to the invoice procedure described in Section 2.02 below shall not exceed **$250,000.00** ("Total Award Amount to Subrecipient").

2.02. Compensation. In consideration for the Services provided in accordance with this Agreement, The Center will compensate Subrecipient pursuant to the Budget set forth in the **Budget Attachment**, attached hereto and incorporated herein by reference, subject to the not-to-exceed Total Award Amount to Subrecipient. The Center will pay Subrecipient for completion of the stated line items and deliverables approved by The Center and the submission

and approval of the required program and financial reporting as outlined in the Program and Financial Reporting Requirements set forth in the **Program and Financial Reporting Requirements Attachment** in accordance with the following fixed payment schedule:

a. Payment 1 – 50% of total award amount upon execution of this Agreement and after all insurance requirements in the **Insurance Requirements Attachment** are met;

b. Payment 2 – 40% of total award following the completion and approval of Program Reporting Requirements #1 through #10, Financial Reporting Requirements #1 through #4, and Evaluation Data Reporting Requirements #1 through #4;

c. Payment 3 – 10% of total award following the completion and approval of Program Reporting Requirements #11 through #14; Financial Reporting Requirements #5 through #7, and Evaluation Data Reporting Requirements #5 through #6.

The Center will pay all approved Compensation owed to the Subrecipient hereunder by check mailed to the Subrecipient at the invoice address, or by electronic funds transfer to the financial institution authorized in writing by the Subrecipient, within thirty (30) days after The Center's receipt of an approved invoice. If The Center cannot determine whether an expense should be allowed because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, The Center may disallow all questionable costs, and The Center may withhold payment. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

Notwithstanding the foregoing or any contrary provision of the Agreement, The Center will have no obligation to pay Subrecipient until The Center has received funds for such payment from the Funder.

2.03. Unauthorized Services. Any services not authorized under the terms of this Agreement shall be at the sole cost and expense of Subrecipient and will not be compensated by The Center or Funder and may in the sole and absolute discretion of The Center be deemed a material breach of this Agreement, and in no event shall an extension in the Term be granted on account of such unauthorized services.

3. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SUBRECIPIENT

3.01. Non-Exclusive Relationship. Except as expressly provided otherwise herein, this Agreement does not create an exclusive relationship between the parties. Subrecipient may in its discretion perform services for and contract with additional clients, persons, or companies during the Term. The Center may, in its sole discretion, engage other contractors to perform the same or similar work that Subrecipient will perform under this Agreement before, during, or after the Term.

3.02. Conflict of Interest. Notwithstanding the foregoing Section 3.01, Subrecipient represents and covenants that it has no interest, direct or indirect, and shall have no such interest during the Term, that conflicts or would conflict in any manner with its relationship with The Center, performance of the Services under this Agreement, or any monetary or business interest of The Center or the Funder. The terms of this Section 3.02 shall bind Subrecipient and its employees, agents, sub-subcontractors of any tier, and third parties performing services or providing materials in connection with performance of the Services.

3.03. All Licenses. Subrecipient represents, warrants, and covenants that Subrecipient maintains, and will maintain at all times during the Term, all licenses, permits, and other governmental approvals and authorizations required by state, local, and federal laws to perform the Services, and will promptly provide copies of any such licenses, permits, and any other governmental approvals and authorizations to The Center upon request.

3.04. Sub-subcontractors. Subrecipient represents, warrants, and covenants to The Center that (a) except with The Center's express prior written consent, this Agreement shall be incorporated by reference in its entirety into all sub-

subcontracts of any tier, and (b) Subrecipient shall remain solely responsible for sub-subcontractors' performance and adherence to the terms of this Agreement.

3.05. Performance; Industry Standards and Practices. Subrecipient warrants and covenants that the Services to be provided under this Agreement will be performed in a professional manner conforming to generally accepted industry standards and practices. The Center shall have the right to assess the quality and progress of the Services performed by Subrecipient at any time and without advance notice to Subrecipient, including, without limitation, by progress and performance reports that Subrecipient shall provide in a form and frequency as may be required by The Center in its sole discretion. Notwithstanding any prior approval of an invoice pursuant to Section 2.02, The Center reserves the right to withhold payment, nullify and obtain reimbursement from Subrecipient for any payment made, terminate this Agreement, and/or take any other action to which it is entitled by law or this Agreement, as to any Services that The Center in its sole and absolute discretion determines to be incomplete, not satisfactory, or noncompliant with the Scope of Work or any other provision of this Agreement. Further, The Center may recover overpayments that The Center determines, in its sole and absolute discretion, by audit or otherwise, should not have been made to Subrecipient. Subrecipient agrees to reimburse any amounts, and/or return any overpayments, to The Center in accordance with this Section 3.05 within fifteen (15) days of demand by The Center.

3.06. Copyright; Proprietary Rights. Subrecipient represents and warrants that the materials, if any, produced by Subrecipient under this Agreement are and will be original and do not and will not infringe upon any intellectual property rights of The Center or any third party.

3.07. Return of Property of The Center. Upon the expiration or earlier termination of this Agreement, Subrecipient will return to The Center any and all property, documentation, records, equipment, intellectual property, and Confidential Information (defined in Section 7.01(a), below) that is the property of The Center.

4. INSURANCE/INDEMNITY

4.01. Insurance. Without limiting Subrecipient's duty of indemnification as set forth in Section 4.02 below, Subrecipient will obtain and maintain in force at all times during the Term insurance in accordance with the provisions of the **Insurance Requirements Attachment**, attached hereto and incorporated herein by reference, and in accordance with the provisions of the Prime Contract, (the "Insurance"), with insurers reasonably acceptable to The Center.

4.02. Indemnification. To the fullest extent permitted by law, Subrecipient agrees to indemnify, defend, and hold The Center, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees (collectively, "Indemnitees") free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies (including, without limitation, interest, penalties, attorneys' fees, and costs) arising out of or connected with: (a) any breach by Subrecipient of any representation, warranty, covenant, or other obligation contained in this Agreement; (b) the performance by Subrecipient of the Services; or (c) any act or omission of any sub-subcontractor of any tier, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the Services. Subrecipient's duty of indemnity under this Article 4 shall not be limited by the types or amounts of Insurance maintained by Subrecipient or Subrecipient's sub-subcontractors of any tier. Subrecipient acknowledges and agrees that The Center may offset the amount of any indemnification payment due pursuant to this Article 4 against any amounts otherwise due and payable to Subrecipient in connection with this Agreement including but not limited to amounts otherwise due and payable under Section 2.02. The provisions of this Article 4 shall survive the expiration or earlier termination of this Agreement.

5. NONDISCRIMINATION

5.01. Subrecipient agrees that Subrecipient and its employees, agents, and sub-subcontractors of any tier, if any, shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances, and shall not unlawfully discriminate, harass, or allow harassment against any of its employees or applicants for employment, any employees or agents of The Center, or any recipient of Services contemplated to be provided or

provided under this Agreement, based on race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, gender, sexual orientation, age, medical condition (including HIV and AIDS), or physical or mental disability. Subrecipient shall ensure that the evaluation and treatment of employees and applicants for employment, The Center employees and agents, and recipients of Services are free from such discrimination and harassment. Subrecipient represents that is in compliance with and covenants that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*), the Fair Employment and Housing Act (Government Code § 12900 *et seq*.), Title VII of the Civil Rights Act of 1964 as amended, The Rehabilitation Act of 1973 (29 U.S.C. § 701 *et seq*.), including but not limited to Sections 503 and 504 and regulations and guidelines issued pursuant thereto.

5.02. Subrecipient agrees to compile data, maintain records, post required notices, and submit reports, to evidence compliance with or permit effective enforcement of laws and this Article 5, and shall upon request by The Center provide evidence of compliance with this Article 5. Subrecipient shall include the complete terms of this Article 5 in all sub-subcontracts of any tier arising out of or related to this Agreement.

6. TERMINATION OF AGREEMENT

6.01. Termination for Convenience. The Center may, upon ten (10) days' prior written notice to Subrecipient, terminate this Agreement for any reason or for no reason. The Center will incur no liability to Subrecipient by reason of termination pursuant to this Section 6.01; provided, however, that Subrecipient may be paid, in accordance with the payment procedures and requirements of this Agreement for Services satisfactorily performed prior to the termination date and approved by The Center. In the event of termination under this Section 6.01, Subrecipient shall not be entitled to payment, including any overhead and/or profit, for Services not performed.

6.02. Termination on Occurrence of Stated Events. This Agreement will terminate automatically on the occurrence of any of the following events:

(a) Default under Section 6.03; or
(b) Disability or death of Subrecipient; or
(c) Expiration or earlier termination of the Prime Contract.

Notwithstanding any contrary provision in this Agreement, if The Center determines that it has not received or will not receive any portion of anticipated funding for this Agreement, then The Center may in its sole discretion, upon five (5) business days' prior notice to Subrecipient and without any liability to Subrecipient (a) revise the scope of the Services, or (b) terminate this Agreement.

6.03. Termination for Default.

(a) Subrecipient Default. If Subrecipient defaults in the performance of any of its obligations under this Agreement or materially breaches any provision of the Agreement, The Center may terminate this Agreement, after providing to Subrecipient five (5) business days' notice of the default or breach and Subrecipient's failure to completely cure the default or breach within such five (5)-business day time period. Termination will take effect upon communication of the notice of termination in accordance with Section 8.04.

(b) The Center Default. If The Center defaults in its obligation to pay any approved amount due to Subrecipient under Section 2.02 within thirty (30) days following the date such payment is due, Subrecipient may terminate this Agreement by fifteen (15) days' prior written notice to The Center; provided, however, that if The Center pays the amount due within such fifteen (15)-day period, the Agreement shall continue in full force and effect as if no such default had occurred.

7. CONFIDENTIALITY

7.01. Definitions. For purposes of this Agreement:

(a) "Confidential Information" means all non-public or proprietary information disclosed before, on, or after the Effective Date, by The Center to Subrecipient, or deliverables provided by Subrecipient to The Center hereunder, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," including, without limitation: research, plans, or other information regarding The Center's or Subrecipient's program and operations, lists of Affiliates (defined in Section 7.01(b) below), identities of Affiliates, software, developments, inventions, processes, formulas, technology, designs, drawings, marketing, finances, or other business information; and

(b) "Affiliates" means, for purposes of this Article 7 and with respect to The Center, any partners, investors, donors, or third-party providers of goods or services to The Center, or any third parties to whom The Center provides goods or services.

7.02. Confidentiality Obligations. At all times during the Term and thereafter, Subrecipient will: (a) use best efforts to protect and safeguard the confidentiality of all Confidential Information, (b) not access or use any Confidential Information, or cause or permit Confidential Information to be accessed or used, for any purpose other than in connection with compliance with this Agreement, (c) not disclose or cause or permit Confidential Information to be disclosed in any manner (except as may be required by law or pursuant to court order, provided that such disclosure does not exceed the extent of disclosure required by such law or court order), directly or indirectly, to any third person or entity, (d) immediately notify The Center of any breach of this Section 7.02 including without limitation unauthorized disclosure of Confidential Information, and (e) fully cooperate in any effort undertaken by The Center to enforce its rights under this Section 7.02. On the expiration or earlier termination of this Agreement, Subrecipient will promptly return to The Center all Confidential Information in its possession.

7.03. Subrecipients. The terms of this Article 7 shall extend to and bind Subrecipient's employees, agents, sub-subcontractors of any tier, and partners.

8. GENERAL PROVISIONS

8.01. Survival. The terms and conditions of Section 1.02 (Status of Subrecipient), Section 1.06 (Payment of Taxes), Article 3 (Representations, Warranties, and Covenants of Subrecipient), Article 4 (Indemnity), Article 7 (Confidentiality), and this Article 8 (General Provisions), will survive the expiration or earlier termination of this Agreement.

8.02. Assignment. Subrecipient may not assign any of its rights, or delegate or subcontract any of its obligations, under this Agreement without the prior written consent of The Center. Any assignment or delegation in violation of the foregoing will be deemed null and void. Subject to the limitations contained in this Section 8.02, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties and their respective successors and permitted assigns.

8.03. Force Majeure. Notwithstanding any provision of this Agreement to the contrary, in the event that performance by either party of any obligation under this Agreement is prevented, restricted, delayed, or interrupted by reason of any circumstance beyond the reasonable control and without the fault or negligence of the party affected, and which circumstance could not have been reasonably foreseen by said party, then upon prompt notice to the other party the affected party will be excused from performance to the extent and for the duration of such prevention, restriction, delay, or interruption. For avoidance of doubt, such circumstances shall not include the following (this is not intended to be a complete list): economic hardship; inability to obtain or delayed availability of sufficient labor or materials, unless due to an industry-wide materials shortage or labor strike; changes in market conditions; or non-catastrophic climatic conditions and geological events.

8.04. Notices. Any notices, consents, waivers, and other communications hereunder must be in a writing and may be effected by: (a) personal delivery, (b) mail, registered or certified, postage prepaid with return receipt requested, or (c) electronic transmission ("e-mail") that provides for proof of receipt, to the parties at the addresses appearing below the parties' signature blocks to this Agreement. Either party may change such addresses by giving written notice to the other party in accordance with this Section 8.04. Notices delivered personally will be deemed communicated upon receipt; mailed notices will be deemed communicated as of the earlier of the day of receipt or the third (3rd) day after mailing; and e-mailed notices will be deemed communicated as of the time shown on the proof of receipt.

8.05. Amendments. No amendment to or modification of this Agreement will be effective unless it is in writing, identified as an amendment to or modification of this Agreement, and signed by the parties hereto.

8.06. Entire Agreement of the Parties. This Agreement, together with the attachments hereto, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous understandings, agreements, representations, and warranties, whether oral or written, with respect to such subject matter.

8.07. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction or arbitrator to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

8.08. Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

8.09. Personnel and Work Rules. Subrecipient shall employ only competent, skilled, and properly trained personnel to perform the Services, and shall remove any Subrecipient personnel determined to be unfit for duty or to be acting in violation of any provision of this Agreement or the Prime Contract. In the event any Subrecipient personnel is removed pursuant to this provision, Subrecipient shall promptly replace such individual with another who is fully competent, skilled, and properly trained to perform the Services.

8.10. Wage and Hour Regulations. At its sole cost and expense, Subrecipient shall comply with all wage and hour laws, rules, and regulations applicable to the Services. Upon request by The Center, Subrecipient shall provide all records and certifications to verify Subrecipient's compliance with this Section and applicable law.

8.11. Licenses, Registration, Representations and Certifications. At all times, Subrecipient shall be properly registered and licensed to conduct business in the jurisdiction where the Services are to be performed and shall, upon request by The Center, demonstrate that it is not subject to any debarment lists and is registered through the System for Award Management (SAM.gov) portal, and shall at its sole expense provide to The Center upon request any necessary representations and certifications, including, without limitation, as requested by The Center, to demonstrate compliance with this Section.

8.12. Further Assurances. Upon request by The Center at any time, Subrecipient shall provide further assurances including documentation, certification, or other writing requested by The Center, confirming its compliance with applicable laws, rules, and regulations, the Prime Contract, and this Agreement.

8.13. Safety. Subrecipient will obtain and utilize all safety equipment required by law or reasonably necessary for the provision of the Services, including without limitation personal protective equipment, the expense of which safety equipment shall be borne by Subrecipient. Subrecipient will comply with all applicable provisions of OSHA regulations and industry standards. Additionally, Subrecipient and Subrecipient employees shall comply with The Center's safety rules, plans, and procedures applicable to performance of the Services. Subrecipient will provide to The Center a safety plan ("Safety Plan") upon demand by the Center. The Safety Plan will include the following: safety training required for Subrecipient's employees; emergency training required for Subrecipient's employees; procedures for reporting and mitigating hazards and accidents in the Services work area; experience modification

rate; the North American Industrial Classification System (NAICS) code of Subrecipient, as well as the NAICS national average rate for incidents in the code of Subrecipient, Subrecipient's OSHA recordable incident rate, including total case incident rate and lost day rate; and acknowledgement that Subrecipient and/or Subrecipient's employee may be removed at The Center's discretion for violation of The Center's safety policies and procedures.

8.14. Governing Law, Jurisdiction, and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction than the State of California. Subject to the Dispute Resolution Provisions set forth in the **Dispute Resolution Provisions Attachment**, any action or proceeding by either of the parties to enforce this Agreement shall be brought only in any state or federal court located in the City and County of Sacramento, California. The parties irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

8.15. Dispute Resolution. Any claim, dispute, or other matter arising out of or related to this Agreement (a "Dispute") shall be subject to resolution pursuant to the Dispute Resolution Provisions set forth in the **Dispute Resolution Provisions Attachment** attached hereto and incorporated herein.

8.16. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original (including copies sent to a party by facsimile or email transmission) as against the party signing such counterpart, but which together will constitute one and the same instrument.

8.17. Headings. The section headings contained in this Agreement are for convenience only and shall not in any way be deemed to limit, construe, alter, or otherwise affect the meaning or interpretation of any section.

8.18. Attachments. The following attachments hereto are incorporated by reference into the Agreement ("Attachments"):

Attachment: Scope of Services & Work Plan
Attachment: Budget
Attachment: Program and Financial Reporting Requirements
Attachment: Insurance Requirements
Attachment: Dispute Resolutions Provisions
Attachment: Special Terms and Conditions (Prime Contract)
Attachment: HIPAA Business Associate Addendum
Attachment: Schedule of Federal Funds

(Signature page follows)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

The Center:

BY : Kaying Hang

Kaying Hang
President

DATE: 4/25/2024

The Center
Program Contact:
Nilda Valmores
Senior Program Officer
1321 Garden Highway, Suite 210
Sacramento, CA 95833

Subrecipient:

BY: Dr. Tyler A. TerMeer

Authorized Signer

DATE: 4/16/2024

Subrecipient Name and Address:
San Francisco AIDS Foundation
Dr. Tyler TerMeer
CEO
1035 Market St
San Francisco, CA 94103

Subrecipient Contact Information:

[redacted]

Subrecipient Tax ID:

[redacted]

Subrecipient SAM.gov UEI:
L85GDP5FVVU5

Contract Number:
CA23BHR0402

ATTACHMENT

Scope of Services & Work Plan

The Center shall:

- Execute subcontract agreements with subrecipients identified by DHCS.
- Collect program and budget reports and submit reports to DHCS.
- Convene funded partners and other organizations identified by DHCS to provide technical assistance on administrative and program requirements and delivery of services.
- Communicate regularly with DHCS and subrecipients.
- Participate in HEAR US Program meetings.
- Support subrecipients with technical assistance in order that they may be more effective in fulfilling their work plans.

Upon the Subrecipient Agreement execution, the Subrecipient shall support the goals of the Behavior Health Recovery Services Project of increasing access and utilization of culturally responsive care and services for BIPOC, 2S/LGBTQ+, people with livid disabilities, and other communities by ensuring:

- Participation of specialized behavioral health-focused staff (i.e., peer providers, therapists, wellness, and recovery coaches, etc.) from the funded organizations in the standards of care development community of practice (at least monthly).
- Outreach, training, and engagement of funded partners' constituency (i.e., clients, consumers, family members, residents) in the standards of care development community of practice (at least monthly).
- Implementation of its BHRSP work plan.
- Provide all the necessary program, budget, and evaluation reports to The Center in a timely manner.
- Communication regularly occurs with The Center and its designated consultants.
- Participation in HEAR US Program meetings.
- Maintenance of pertinent financial and program records.

BHRSP HEAR US Phase 2 Project Work Plan San Francisco AIDS Foundation - Local Sustainability and Systems Change			
1. Goal: Increase effectiveness and overall impact of the Treatment on Demand Coalition in San Francisco			
Objective A: Increase engagement, structure, and consistency of Treatment on Demand Coalition meetings and activities			
Project Activities that support identified goal and objectives	Responsible Staff/Partners	Timeline	
a. Recruit, hire, and train a Coalition manager to host and oversee follow-up from weekly and monthly coalition meetings	Ande Stone, Laura Thomas	Start Date	End Date
b. Plan and lead outreach and recruitment sessions to fortify diversity within the Coalition		11/1/2023	6/30/2024
c.			
Objective B: Develop Treatment on Demand Coalition Strategic Plan			
Project Activities that support identified goal and objectives	Responsible Staff/Partners	Timeline	
a. Establish a core strategic planning committee of Coalition members to craft scope of work plans for and to hire lead strategic plan facilitator	Laura Thomas / Treatment on Demand Coalition members	Start Date	End Date
b. Facilitate strategic planning and brainstorm sessions with the Treatment on Demand Coalition		3/1/2024	9/1/2024
c. Craft, review, and refine Strategic plan goals, activities, and plans to guide Coalition work of the following 5 years			
2. Goal: Build support for evidence-based harm reduction, substance use, and behavioral health strategies and programs with key stakeholders			
Objective A: Proactively address community and business questions and concerns in neighborhoods where proposed harm reduction "Wellness Hubs" are proposed			
Project Activities that support identified goal and objectives	Responsible Staff/Partners	Timeline	
a. Hold 4+ community engagement outreach sessions to share information and answer questions related to the expansion of services and benefits provided to neighborhoods and individuals	Coalition manager, Ande Stone, Laura Thomas, SFAF's Marketing & Communications team	Start Date	End Date
b. Develop and share Q&A digital and print materials sharing key information about expanded harm reduction services provided by Wellness Hubs		1/1/2024	7/31/2025
c. Develop and implement a targeted media plan to share critical updates with the community about expanded harm reduction and behavioral health services			

Objective B: Raise awareness and support for evidence-based, effective strategies related to overdose prevention, substance use treatment and recovery, and harm reduction in San Francisco.			
Project Activities that support identified goal and objectives	Responsible Staff/Partners	Timeline	
a. Successfully pitch and promote the work and expertise of the Treatment on Demand Coalition and members to media partners, securing positive coverage for programs and policies supported by the Coalition.	Coalition manager, Ande Stone, Laura Thomas, SFAF's Marketing & Communications team	Start Date	End Date
b. Establish and maintain ongoing communication and marketing channels (including a dedicated Coalition website page) to engage community members and key stakeholders in Coalition activities and advocacy opportunities.		1/1/2024	7/31/2025
c. Develop and disseminate infographics, fact sheets, and other educational materials			

ATTACHMENT

Budget

The Center
REVISED - Proposed Project Budget
HEAR US Phase 2

Name of Organization: SF Aids Foundation

Start Date: 12/1/2023

End Date: 6/30/2025

			Year 1			Year 2			Total			
*Row 48: Indirect - This row will automatically calculate the indirect cost of each column based on the Indirect Rate that is indicated in cell I48. If you would like to input your own indirect costs you can remove the formulas in row 48.			Total Project Budget Year 1 1/1/24 - 6/30/24 (6 Months)	Requested from The Center	Other Funding Committed to Project	Total Project Budget Year 2 7/1/24 - 6/30/25 (12 Months)	Requested from The Center	Other Funding Committed to Project	Total Project Budget	Requested from The Center	Other Funding Committed to Project	Budget justification/narrative
I. Personnel												
Salaries		FTE										
1	Community Coalition Manager	1	$47 500 00	$47 500 00		$95 000 00	$95 000 00		$142 500 00	$142 500 00	$0 00	Community Coalition Manager 1 full FTE at $95 000 per year
2			$0 00			$0 00			$0 00	$0 00	$0 00	[provide position title and calculation details]
3			$0 00			$0 00			$0 00	$0 00	$0 00	[provide position title and calculation details]
4			$0 00			$0 00			$0 00	$0 00	$0 00	[provide position title and calculation details]
5			$0 00			$0 00			$0 00	$0 00	$0 00	[provide position title and calculation details]
6			$0 00			$0 00			$0 00	$0 00	$0 00	[provide position title and calculation details]
7			$0 00			$0 00			$0 00	$0 00	$0 00	[provide position title and calculation details]
8			$0 00			$0 00			$0 00	$0 00	$0 00	[provide position title and calculation details]
Payroll Taxes and Benefits			$12 825 00	$12 825 00		$25 650 00	$25 650 00		$38 475 00	$38 475 00	$0 00	Fringe at 27% of salary cost Fringe is inclusive of F CA health and life insurance disability workers compensation and retirement
Total of Salary and Benefits			$60 325 00	$60 325 00	$0 00	$120 650 00	$120 650 00	$0 00	$180 975 00	$180 975 00	$0 00	
Consultant Fees												
1	Policy strategy support consultant		$2 030 00	$2 030 00		$1 765 00	$1 765 00		$3 795 00	$3 795 00	$0 00	[Describe the basis of calculation]
2			$0 00			$0 00			$0 00	$0 00	$0 00	[Describe the basis of calculation]
3			$0 00			$0 00			$0 00	$0 00	$0 00	[Describe the basis of calculation]
4			$0 00			$0 00			$0 00	$0 00	$0 00	Consulting firm to lead 3 strategy and planning sessions at $1 000 per session with Treatment on Demand coalition members Develop coalition strategic plan at $2 000 fee for service
Total Personnel			$62 355 00	$62 355 00	$0 00	$122 415 00	$122 415 00	$0 00	$184 770 00	$184 770 00	$0 00	
II. Other Expenses												
Office Supplies			$0 00			$0 00			$0 00	$0 00	$0 00	Strategic planning meeting supplies and gathering costs Room rental $300 Office supplies $200 Ongoing coalition community meeting outreach and supplies $55 per month
Postage			$0 00			$0 00			$0 00	$0 00	$0 00	[Describe the basis of calculation]
Printing/Duplicating			$0 00			$0 00			$0 00	$0 00	$0 00	Post card printing (quantity = 500 cost per unit = $0 10 total requested = $50) Flier printing (quantity = $500 cost per unit = $0 10 total requested = $50) Brochure printing (quantity = 200 cost per unit = $2 total requested = $400)
nformation/Materials			$0 00			$0 00			$0 00	$0 00	$0 00	[Describe the basis of calculation]
Equipment			$0 00			$0 00			$0 00	$0 00	$0 00	[Describe the basis of calculation]
Rent / Utilities			$0 00			$0 00			$0 00	$0 00	$0 00	[Describe the basis of calculation]
Travel			$1 600 00	$1 600 00		$1 600 00	$1 600 00		$3 200 00	$3 200 00	$0 00	Year 1 Year 2 Mileage at $0 655 per mile for 157 miles for each of 2 staff members
Miscellaneous (List)												
1			$0 00			$0 00			$0 00	$0 00	$0 00	[Describe the basis of calculation]
2			$0 00			$0 00			$0 00	$0 00	$0 00	[Describe the basis of calculation]
3			$0 00			$0 00			$0 00	$0 00	$0 00	[Describe the basis of calculation]
4			$0 00			$0 00			$0 00	$0 00	$0 00	[Describe the basis of calculation]
5			$0 00			$0 00			$0 00	$0 00	$0 00	[Describe the basis of calculation]
6			$0 00			$0 00			$0 00	$0 00	$0 00	[Describe the basis of calculation]
7			$0 00			$0 00			$0 00	$0 00	$0 00	[Describe the basis of calculation]
8			$0 00			$0 00			$0 00	$0 00	$0 00	[Describe the basis of calculation]
Total Other Expenses		Indirect Rate *	$1 600 00	$1 600 00	$0 00	$1 600 00	$1 600 00	$0 00	$3 200 00	$3 200 00	$0 00	
ndirect (up to 10% of direct costs)		33%	$21 105 15	$21 105 15	$0 00	$40 924 95	$40 924 85	$0 00	$62 030 00	$62 030 00	$0 00	federally negotiated indirect cost rate of 33% predetermined through 2025
Total Grant Expenses			$85 060 15	$85 060 15	$0 00	$164 939 95	$164 939 85	$0 00	$250 000 00	$250 000 00	$0 00	

* enter actual indirect rate %

Please review budget requirements in

Unallowable Expenditures

APPENDIX B – STANDARD FUNDING RESTRICTIONS The Center will incorporate the applicable federal and state rules and regulations into the terms and contracts of the contract agreements, notably 2 CFR 200 and 45 CFR Part 75. HHS codified the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR Part 75. In Subpart E, cost principles are described and allowable and unallowable expenditures for HHS recipients are delineated. 45 CFR Part 75 is available at https://www.ecfr.gov/cgibin/retrieveECFRgp=1&SID=df3c54728d090168d3b2e780a6f6ca7c&ty=HTML&h=L&mc=true&n=pt45.1.75& r=PART. Unless superseded by program statute or regulation, follow the cost principles in 45 CFR Part 75 and the standard funding restrictions below.

SAMHSA funds were granted to the State and all funding restrictions are applicable to this funding opportunity and all sub-contracts. SAMHSA funds must be used for purposes supported by the program and may not be used to:

- Pay for services that can be supported through other accessible sources of funding, such as other federal discretionary and formula grant funds, (e.g., HHS, CDC, CMS, HRSA and SAMHSA), DOJ (OJP/BJA) and non-federal funds, third-party insurance, and sliding scale self-pay, among others.

- Exceed Salary Limitation: The Consolidated Appropriations Act, 2016 (Pub. L.113-76) signed into law on January 10, 2016, limits the salary amount that may be awarded and charged to SAMHSA grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II. The Executive Level II salary can be found in SAMHSA's standard terms and conditions for all awards at https://www.samhsa.gov/grants/grants-management/notice-awardnoa/standard-terms-conditions. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to sub awards/subcontracts under a SAMHSA grant or cooperative agreement. The Federal Executive Level II Salary Cap is currently $212,100.

- Pay for any lease beyond the project period.

- Pay for the purchase or construction of any building or structure to house any part of the program.

- Provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible.)

- Funds may not be used, directly or indirectly, to purchase, prescribe or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.

- Religious organizations for explicit religious activities.

- Activities that exclusively benefit the members of sectarian or religious organizations.

- Partisan activities.

- Debt retirement.

- Operational deficits.

- Purchase of properties or vehicles or other major equipment. Major equipment is defined as property costing more than $5,000 with a life expectancy of one or more years.)

- Fundraising activities.

- Promotional items including, but not limited to, any clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.
- Activities that supplant or duplicate existing programs.
- Reimbursement of costs incurred prior to the effective date of the Agreement.
- Reimbursement of costs not consistent or allowable according to local and state guidelines or regulations including, but not limited to, travel in excess of State rates and travel to states on the Prohibited States list.
- Personal protective equipment (PPE) for use by clients.
- Fentanyl or fentanyl analogs.
- Naloxone. Please refer to DHCS' Naloxone Distribution Project where eligible organizations may receive free nasal spray and injectable formulations of naloxone.
- Materials such as syringes, pipes, or other items used to support safer ingestion of illegal drugs; such materials may, however, be possessed and dispensed by authorized syringe services programs. Please contact the California Department of Public Health Harm Reduction Unit (sspinfo@cdph.ca.gov) or your county health department for assistance.
- Detoxification services unless it is part of the transition to MAT with extended-release naltrexone.
- Direct payments to individuals to enter treatment or continue to participate in prevention or treatment services.
- Cost related to medical procedures such as suturing or removal of sutures, abscess management etc. are not allowable. However, non-procedural medical items such as bandages, ice packs, and non-procedural first aid supplies that can be administered by participants are allowable.
- Clothing for participants, orthopedic and mobility devices, and document fees are unallowable under this funding. Patient supplies and materials that directly support access to programming and build trust, such as cold weather gear (gloves/hand warmers) or critical hygiene supplies are allowable. Staff time and costs related to case management, referrals to services, and support around accessing resources and completing applications as part of wrap-around care are allowable (just not the fees and direct items themselves).
- Items such as plates and utensils that are not critical to daily program operations are unallowable. Supplies critical to the daily function of the program such as paper towels and toilet paper are allowed.
- Media and advertisement costs must be directly related to contracted services. Any large costs pertaining to media would need approval from DHCS.
- Program Participation Incentives: non-cash incentives for program participants greater than $30 (incentives should be the minimum amount necessary to meet the program and evaluation goals).
- Direct payments to individuals to enter treatment or continue to participate in prevention or treatment services. Note: A recipient or treatment or prevention provider may provide up to $30 non-cash incentive to individuals to participate in required data collection follow up. This amount may be paid for participation in each required follow-up interview.
- Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Funds may be used for light snacks, not to exceed $3.00 per person.
- Out-of-state travel (Organizations requesting funds for in-state travel must abide by DHCS travel guidance and partners will be subject to the same travel guidelines as state employees).

ATTACHMENT

Program and Financial Reporting Requirements

Contracts will cover activities for the period between December 1, 2023, to June 30, 2025. At a minimum, Subrecipients must be willing to participate in the following activities:

Program Reporting Requirements

Number	Dates	Requirements
1	January 18, 2024	Virtual Partner Launch (1.5 hours)
2	February 7, 2024	Virtual Financial Meeting (1 hour)
3	February 22, 2024	Virtual Roadmap to Improve Access and Equity for Communities in Recovery (1 hour)
4	February 29, 2024	Virtual Partner Evaluation Meeting with UCLA (1 hour)
5	March 21, 2024	Virtual Learning Collaborative Meeting #3 (2 hours)
6	May 23, 2024	Virtual Learning Collaborative Meeting #5 (2 hours)
7	June 30, 2024	Approved Detailed Action Plan for Work Plan
8	September 26, 2024	Virtual Learning Collaborative Meeting #9 (2 hours)
9	October 24, 2024	In-Person l Learning Collaborative Meeting #10 (2 hours) – midpoint
10	April 2024 – December 2024 (Dates TBD)	9 Monthly Pod Check-ins
11	January 23, 2025	Virtual Learning Collaborative Meeting #11 (2 hours)
12	March 20, 2025	Virtual Learning Collaborative Meeting #13 (2 hours)
13	May 16, 2025 (due to Memorial Day weekend)	In-Person Learning Collaborative Meeting #15 (5 hours) – closing in person.
14	January 2025 – June 2025 (Dates TBD)	6 Monthly Pod Check-ins

Submit all financial reports and evaluation forms as requested.

Financial Reporting Requirements

Number	Report Name	Report Due Date
1	Financial Report Q1 2024 12/1/2023 – 3/31/2024	4/19/2024
2	Financial Report Q2 2024 4/1/2024 – 6/30/2024	7/19/2024
3	Financial Report Q3 2024 7/1/2024 – 9/30/2024	10/18/2024
4	Financial Report Q4 2024 10/1/2024 – 12/31/2024	1/17/2025
5	Financial Report Q1 2025 1/1/2025 – 3/31/2025	4/18/2025
6	Financial Report Q2 2025 4/1/2025 – 6/30/2025	7/18/2025
7	Final Cumulative Report 12/1/2023 – 6/30/2025	7/30/2025

Evaluation Data Reporting Requirements

Number	Report Period	Due to UCLA and Michigan Public Health Institute*
1	12/1/2023 – 3/31/2024	4/19/2024
2	4/1/2024 – 6/30/2024	7/19/2024
3	7/1/2024 – 9/30/2024	10/18/2024
4	10/1/2024 – 12/31/2024	1/17/2025
5	1/1/2025 – 3/31/2025	4/18/2025
6	4/1/2025 – 6/30/2025	7/18/2025

*Additional evaluation due dates to be determined.

ATTACHMENT

Insurance Requirements

INSURANCE. Subrecipient shall, at Subrecipient's sole cost and expense and with insurers reasonably approved by The Center with respect to any policy required hereunder, maintain in full force and effect for the entire term of this Agreement the following types of insurance:

a. **Commercial General Liability Insurance.** Subrecipient shall procure and maintain Commercial General Liability insurance written on an occurrence basis (Insurance Services Office, Form CG 00 01 or equivalent), limits of at least $1,000,000 per occurrence and at least $2,000,000 products/completed operations with a $2,000,000 general aggregate limit. Subrecipient shall not provide general liability insurance under any Claims Made General Liability form and will require The Center's approval if Subrecipient's General Liability policy contains a deductible greater than $25,000. The General Liability Insurance policy must expressly cover, without limitation, all liability to third parties arising out of or related to Subrecipient's services or other activities associated with this Agreement, including, without limitation, Subrecipient's obligations under the Indemnification section set forth in Article 4 of this Agreement.

b. **Additional Insureds added to General Liability Policy.** Sierra Health Foundation: Center for Health Program Management, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees shall be added as Insureds ("Additional Insureds") under each commercial general liability policy identified in the preceding paragraph above. Specifically, the policy shall include a combination of ISO forms CG2010 10/04 and CG 2037 10/04 or is equivalent. Furthermore, the policy shall apply as primary insurance and that any other insurance coverage carried by or otherwise available to an "Additional Insured" will be excess only and will not contribute with this insurance.

c. **Professional E&O Insurance.** Subrecipient shall procure and maintain, for a period of five (5) years following completion of this Agreement, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $1,000,000 per claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Subrecipient in this Agreement.

d. **Workers Compensation Insurance.** Subrecipient shall procure and maintain Workers Compensation Insurance with minimum limits of $1,000,000 each for bodily injury by accident (per accident per person), bodily injury by disease (policy limit) and bodily injury by disease (each employee). Subrecipient must maintain such a policy and provide The Center with a certificate of insurance that includes a waiver of subrogation endorsement.

e. **Automobile Insurance.** Subrecipient shall procure and maintain Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles, with minimum limits of $1,000,000 combined single limit per occurrence; such coverage must be for (A) "any auto" or (B) "all owned autos, hired autos and non-owned autos". Furthermore, in the event that ten or more passengers are to be transported in any one such motor vehicle, the operator will also hold a State of California Class B driver's license and the Subrecipient must possess automobile liability insurance in the amount of $5,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle reimbursed with grant funds made available under this Agreement. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned vehicles. Subrecipient agrees to include an Additional Insured Endorsement naming Sierra Health Foundation: Center for Health Program Management, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees as additional insureds under ISO form CA 2048 or equivalent. Subrecipient will, as soon as practicable, furnish a copy of the certificate of insurance to The Center. The certificate of insurance will identify The Center contract number referenced on the signature page hereto**.**

f. **Improper Sexual Contact and Physical Abuse.** Subrecipient shall procure and maintain Sexual Abuse/Physical Abuse insurance coverage in an amount not less than $1,000,000 per claim. The date of the inception of the policy must be no later than the first date of the anticipated work under this Agreement. It

shall provide coverage for the duration of this Agreement and shall be maintained twenty-four (24) months after expiration or earlier termination of this Agreement.

g. **Cyber Liability Insurance** including first-party costs, due to an electronic breach that compromises Subrecipient's confidential data shall have a minimum limit per occurrence of $1,000,000. Claims made coverage is acceptable. Such coverage must include:

- Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract.
- Administrative expenses for forensic expenses and legal services.
- Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses.
- Identify event service expenses for identity theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services.

The date of the inception of the policy must be no later than the first date of the anticipated work under this Agreement. It shall provide coverage for the duration of this Agreement and shall be maintained twenty-four (24) months after expiration of this Agreement.

h. **General Insurance Provisions.** Subrecipient will provide evidence of such Insurance to The Center within five (5) business days after the Effective Date. The Certificate of Insurance must include the name of the Project. It is understood and agreed that The Center shall not pay any sum to Subrecipient under this Agreement unless all Insurance required by this Agreement is in force at the time that Services subject to such payment are rendered and Subrecipient has delivered evidence of same to The Center. Subrecipient agrees to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage on an annual basis. Subrecipient's general liability, auto liability and Professional insurance must be issued by responsible insurance companies, maintaining an A.M. Best's Rating of A-VI or better. Upon failure of Subrecipient to furnish, deliver and maintain such insurance as above provided, this contract, at the election of The Center, may be suspended, discontinued or terminated. Failure of Subrecipient to purchase and/or maintain any required insurance shall not relieve Subrecipient from any liability or indemnification under the Agreement.

ATTACHMENT

Dispute Resolution Provisions

Any Dispute directly or indirectly involving the Funder shall be subject to resolution pursuant to the dispute resolution provisions of the Prime Contract. In addition, Disputes between The Center and Subrecipient that involve other third parties shall be governed, at the sole option of The Center, by the dispute resolution provisions applicable to the dispute as between The Center and such third parties. In the event of a Dispute between the parties to this Agreement that does not directly or indirectly involve the Funder, or such other third parties as to which The Center elects not to so employ the dispute resolution provisions unique to such third-party disputes, the following provisions of this **Attachment** shall govern resolution of the Dispute.

a) Meet and Confer. In the event of any Dispute, a party shall first send written notice of the Dispute to the other party (a "Dispute Notice"). The parties shall first attempt to meet and confer in good faith to resolve by negotiation and consultation any Dispute set forth in the Dispute Notice. If a Dispute is not resolved within fifteen (15) business days after one party delivers the Dispute Notice to the other party, whether or not the parties (and/or their authorized representatives) meet and confer, either party may proceed pursuant to the procedures set forth below in this **Attachment**.

b) Procedure. The Dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638, as modified by the provisions of this **Attachment**, and any subsequent provisions mutually agreed upon in writing by the parties. Any variations from the statutory reference procedures set forth herein shall be deemed to be a stipulation by the parties to such revised procedures. Should any court or referee determine that the procedures set forth herein violate any statute, case law, rule or regulation, the terms of such statute, case law, rule or regulation shall control and govern.

c) Commencement. The general reference proceeding shall be commenced by a request or a motion filed with the Presiding Judge of the Superior Court of the County of Sacramento, State of California ("Court"). Except to the extent modified herein, the reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code.

d) Referee. The referee appointed by the Court shall be a retired judge who has served at least five (5) years in the courts of the State of California. The Court shall appoint only one referee. Subject to the award of fees and costs to the prevailing party in the general reference, The Center on the one hand, and Subrecipient, on the other hand, shall pay one-half (1/2) of the expenses of the general reference at the rate set by the Court pursuant to Code of Civil Procedure Sections 645.1 and 1023. In no event shall either The Center or Subrecipient be liable to the other for consequential, speculative, or punitive damages, and the referee shall not have the power to award such damages. The referee shall not have the right to convene a jury to be the trier of fact of any controversy hereunder. TO THE EXTENT PERMITTED BY LAW ALL PARTIES HERETO HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.

e) Location of References. All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.

f) Provisional Relief. Any party may, without waiving the right to general reference, prior to the time a referee is appointed by the Court, apply directly to the Court for provisional relief including, but not limited to, the filing of a complaint for the purpose of recording a lis pendens, attachment, receivership, injunction and motions to expunge a lis pendens. At such time as the Court has appointed a referee, the Court may transfer any such proceeding for provisional relief to the referee for disposition.

g) Discovery. Within twenty (20) days after appointment of the referee, each of The Center and Subrecipient shall serve on the other party all documents relevant to the Dispute and all documents that the party intends to offer as evidence during the reference proceedings. Each party shall be entitled to take one discovery deposition of each other party, to take three non-party depositions, and to propound twenty-five (25) special interrogatories pursuant to Code of Civil Procedure Section 2030.030. The parties shall provide to the referee and to all other parties, within forty-five (45) days after appointment of the referee, a list of expert witnesses who will provide opinion testimony. The parties

shall be entitled to depose any designated expert prior to the commencement of the hearing. The referee shall resolve any discovery disputes between the parties. The general reference hearing must commence within three (3) months after appointment of the referee. The referee shall report his or her findings to the Court in the form of a statement of decision within twenty (20) days after the close of testimony, pursuant to Code of Civil Procedure Section 643. The Court shall enter judgment based upon the statement of decision.

h) Costs and Expenses. The referee shall be authorized to award costs of the general reference, including, without limitation, attorneys' fees, expert fees, and fees assessed by the referee, to the prevailing party. The referee shall also be authorized to order other provisional and equitable remedies.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE SUBJECT TO THE GENERAL REFERENCE PROCEEDING PROVISIONS SET FORTH IN THIS **ATTACHMENT** HEARD BEFORE A REFEREE AND NOT A JUDGE, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR BEFORE A JURY. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP SOME OF YOUR RIGHTS TO DISCOVERY, BUT WILL RETAIN YOUR RIGHTS OF APPEAL. IF YOU REFUSE TO SUBMIT TO GENERAL REFERENCE PROCEEDING AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO PARTICIPATE IN THE GENERAL REFERENCE PROCEEDING UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS GENERAL REFERENCE PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING PROVISION AND VOLUNTARILY AGREE TO SUBMIT DISPUTES, OTHER THAN THOSE EXPRESSLY EXCLUDED ABOVE, TO A GENERAL REFERENCE PROCEEDING BEFORE A REFEREE, RATHER THAN A COURT OR JURY PROCEEDING.

The Center

By: Kaying Hang

Kaying Hang

President

Subrecipient

By: Dr. Tyler A. TerMeer

Authorized Signer

ATTACHMENT

Special Terms and Conditions (Prime Contract)

This **Attachment** incorporates by reference the provisions from the Prime Contract which apply to this Subrecipient Agreement. Please reference the applicable provisions in Exhibit D(F).

1. Federal Equal Employment Opportunity Requirements
2. Travel and Per Diem Reimbursement (Reference Exhibit H)
3. Procurement Rules
4. Equipment Ownership/Inventory/Disposition (Section 4g. Motor Vehicles does not apply to this Agreement)
5. Audit and Record Retention
6. Site Inspection
7. Federal Contract Funds
8. Intellectual Property Rights
9. Air or Water Pollution Requirements
10. Prior Approval of Training Seminars, Workshops or Conferences
11. Confidentiality of Information
12. Documents, Publication, and Written Reports
13. Debarment & Suspension Certification
14. Smoke-Free Workplace Certification
15. Officials Not to Benefit
16. Four-Digit Date Compliance
17. Prohibited use of State Funds for Software
18. Use of Small, Minority Owned & Women's Businesses
19. Suspension or Stop Work Notification
20. Public Communications
21. Compliance with Statutes & Regulations
22. Lobbying Restrictions & Disclosure Certification

ATTACHMENT

HIPAA Business Associate Addendum

Link for the HIPAA Business Associate Addendum

ATTACHMENT

Schedule of Federal Funds

There are Federal funds in this Agreement. Federal funding details for this Agreement are as follows:

Catalog of Federal Domestic Assistance (CFDA) Title	CFDA#	Award Name and Federal Award Identification Number (FAIN)	Award Year	Federal Awarding Agency	Funding Amount
Block Grants for Community Mental Health Services (MHBG)	93.958	B09SM085337	2021	Substance Abuse and Mental Health Services Administration (SAMHSA)	$125,000.00
Block Grants for Prevention and Treatment of Substance Abuse (SABG)	93.959	B08TI083929	2021	Substance Abuse and Mental Health Services Administration (SAMHSA)	$125,000.00

Total Federal Funds in this contract:$250,000.00

Were funds awarded for research and development activities? No

Subrecipient's SAM UEI Number is:L85GDP5FVVU5

Subrecipient shall comply with all Federal requirements including OMB requirements for Single Audits, in addition to The Center audit requirements for the purposes of contract monitoring as stated in this Agreement, as applicable.

At the sole discretion of The Center, the dollar amount payable from each Federal Funder in above may be changed upon written notice from The Center to Subrecipient so long as payments do not exceed the maximum total payment amount in accordance with this agreement.

EXHIBIT E

April 1, 2025

Dear Behavioral Health Recovery Services Project partner,

On Friday, March 28, 2025, the California Department of Health Care Services (DHCS) notified The Center at Sierra Health Foundation that federal funds supporting the Behavioral Health Recovery Services Project (BHRSP, or HEAR US) had been terminated by the federal government as of March 24, 2025.

At this time, the State is terminating their prime contract (#21-10382) with The Center. Consequently, we are directing you to cease incurring all program and administrative costs post March 24, 2025. As DHCS stated to The Center:

> "[This] means that DHCS may not receive the full grant award from SAMHSA, and may not be able to pay for any services provided, invoiced, or work performed after March 24, 2025…Contractor is on notice that if it continues to perform work after SAMHSA's termination of the grant, that work will not be compensated by DHCS. Contractor is encouraged to take reasonable steps to minimize or halt the incurrence of additional costs."

Going forward, please submit all expenses incurred through March 24, 2025 by April 22, 2025. In the coming days, we will continue working closely with our colleagues at DHCS to develop further guidance and will share updates with you as soon as possible.

We are incredibly proud of the vital work that you and other BHRSP partners have done to protect the health of the communities we serve and love. We recognize that this abrupt and severe disruption will signifi cantly impact the wellbeing of the people you serve, your staff and your organization. We will hold a meeting in the near future with BHRSP partners to provide the latest updates and to respond to questions.

If you have immediate concerns, please contact Matt Curtis, Managing Director for Health Equity and Access, at [redacted].

With thanks and solidarity,

Kaying Hang
President, The Center at Sierra Health Foundation

Cc: Chet P. Hewitt, CEO