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

Defendants.

**SUPPLEMENTAL DECLARATION OF
IYA DAMMONS, EXECUTIVE
DIRECTOR OF BALTIMORE SAFE
HAVEN CORP, IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY INJUNCTION**

1 I, Iya Dammons, hereby state as follows:

2 1. I am the Founder & Executive Director of Baltimore Safe Haven Corp (“Baltimore Safe
3 Haven” or “BSH”), a nonprofit 501(c)(3) organization based in Baltimore, Maryland. BSH is
4 rooted in its mission to empower transgender, lesbian, gay, bisexual, queer, intersex, and asexual
5 (“TLGBQIA+”) individuals in Baltimore who are navigating survival modes by providing
6 inclusive and supportive spaces, resources, and opportunities. Our mission is to foster an
7 environment where every member of the TLGBQIA+ community not only survives but thrives,
8 promoting resilience, dignity, and inclusivity as we collectively work towards a more
9 compassionate and equitable Baltimore.

10 1. On February 24, 2025, I executed a Declaration (ECF No. 47-1), in support of
11 Plaintiffs’ Complaint and Motion for a Preliminary Injunction, filed on March 3, 2025 (ECF No.
12 47) to prevent Defendant agencies and their leadership from enforcing Executive Order No. 14168
13 “Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the
14 Federal Government” (“Gender Order”), issued January 20, 2025; Executive Order No. 14151
15 “Ending Radical and Wasteful DEI Programs and Preferencing” (“DEI-1 Order”), issued January
16 20, 2025; and Executive Order No. 14173 “Ending Illegal Discrimination and Restoring Merit-
17 Based Opportunity” (“DEI-2 Order”), issued January 21, 2025 (collectively, the “Executive
18 Orders”), and related agency directives.

19 2. Since executing that Declaration on February 24, BSH has faced threats to grant
20 funding, and has censored grant-funded work, as well as BSH’s non-federally funded work.

21 3. I am submitting this supplemental declaration to inform the Court of the
22 developments since February 24, and the negative impacts these Executive Orders and their
23 implementation have had and will continue to have on BSH and the people it serves.

24
25 **Community Planning and Development Grants**

26 4. The Department of Housing and Urban Development (HUD), Office of Community
27 Planning and Development (CPD), awarded the City of Baltimore and sub-awardee Baltimore Safe

1 Haven grant number MD0502Y3B012301 and grant number MD0528L3B012300 (“Continuum
2 of Care Programs”). The total federal award to the Baltimore Safe Haven was \$239,609 and
3 \$751,008.50, respectively. This is a non-competitive, annually renewed grant. The current
4 agreements between the City of Baltimore and BSH are attached as **Exhibit A** and **B**.

5 5. Baltimore Safe Haven sought these CoC funds to address immediate and urgent
6 housing needs for people who are currently homeless or at risk of becoming homeless,
7 emphasizing our experience working with the LGBTQ+ community, and, specifically, the segment
8 of the Black transgender youth and young adult population that has a median income less than
9 \$10,000 annually; has recent history with sex work, substance use, or been involved in the juvenile
10 justice system; and faces high incidence of homelessness. The funding supports our transitional
11 housing, rapid rehousing, and rental assistance programs.

12 6. On February 24, 2025, the very day I executed my original declaration in this case,
13 Baltimore City Mayor’s Office of Homeless Services (MOHS) emailed Baltimore Safe Haven with
14 the following message.

15 We want to thank each of you for your continued support and patience as we continue to
16 understand the Executive Orders announced on January 27, 2025, and the increasing
17 concerns related to CoC FY24 awards. Right now, we haven't received any additional
18 guidance from HUD regarding awards that began on 1/1/2025, but the City of Baltimore is
19 committed to working with your organizations to ensure clients remain stably housed. We
20 have prioritized working with providers whose CoC FY2024 contracts begin/began
21 between 1/1/2025 and 4/1/2025.

22 7. MOHS advised that BSH immediately secure a credit line that could support 90
23 days of operating expenses equivalent to the award in case HUD terminated the funding and to fill
24 out a survey for the state describing the impact on our federal funding.

25 8. We received a subsequent email from MOHS on March 30, 2025, acknowledging
26 the ongoing uncertainty around HUD CoC awards and sharing that on March 13, 2025, MOHS
27 began receiving grant agreements for programs with early start dates, but the following day, HUD

rescinded those grant agreements because language in the agreement required that “it must be deemed inoperative,” and that “HUD is working to revise its CoC agreements to be consistent with Federal law.”

9. We have not received any additional information about the status of our HUD funding. We have not heard from MOHS since the email on March 20 and we have not received any conditional awards from them. MOHS has continued to reimburse BSH for our funding requests under this grant, and we have not seen a termination notice, but we know this could change at any time. We also understand that our award with MOHS is conditioned on Baltimore receiving the annual Notice of Awards from HUD, so we have reason to believe the grant funding has not yet been cut off, but its continuation is tenuous.

Centers for Disease Control and Prevention Grant

10. The Department of Health and Human Services (HHS), Centers for Disease Control and Prevention (CDC), awarded the Baltimore City Health Department grant number NU62PS924805. Baltimore Safe Haven is a sub-awardee with grant number BALTIMORESAFEHAVEN.SB-24-15046 (“HIV Prevention and Surveillance Program”). This grant began on 08/01/2024 and goes through 05/31/2029. The total federal award to Baltimore Safe Haven was \$212,500. The current agreement between the Baltimore City Health Department (BCHD) and BSH is attached as **Exhibit C**.

11. BCHD awarded this funding to BSH under a project entitled “HIV Prevention by and for the TLGBQIA+ Community.” It supports BSH’s targeted HIV prevention work for the populations and areas we serve.

12. On March 7, 2025, BCHD asked BSH to estimate our HIV Prevention and Surveillance Program expenses for a one-year period through May 2025, following up by email on April 25, 2025. This request for projected expenses is highly unusual, as previously, we were only permitted to seek reimbursements for funds already expended. BCHD claimed that this data would be used “to help determine funding for our subrecipients.” We believe that irregular process

relates to threats to our receipt of this federal funding.

Implications of the threats to BSH's federal funding

13. For fear of enforcement of the challenged Orders to cut off our federal funding, Baltimore Safe Haven has taken several steps to decrease the visibility of our work's focus on the specific needs of transgender people most specifically, and TLGBQIA+ people more broadly. For example, Baltimore Safe Haven's clinic, which previously was named, "Baltimore Safe Haven Gender Affirming & Sexual Wellness Clinic," now goes by the shortened name "Baltimore Safe Haven Clinic." We have also changed how we refer to gender affirming medical care, using the more general phrasing of "hormone therapy" without explicitly recognizing its purpose as transgender health care, and we have begun emphasizing the clinic's substance abuse and STI services over all others. New flyers for the clinic were created with this shift in language and approach, and we shared them on BSH's social media and sent them to our funding partners, asking that they be distributed broadly.

14. We have begun avoiding using words like "TLGBQIA+," "transgender," "gay," "lesbian," "gender affirming," and other terms related to transgender health care to describe our work in new funding proposals, renewals, and budgets we have provided to funding agencies. I have been playing much less of a public role in the community than I did previously for fear of drawing attention to our work, relying on allies to step up when I otherwise would have.

15. Whereas in the past, we have insisted on providing gender diverse data to our granting agencies, even when they have requested sex-segregated data, we have been second guessing that approach. We are scared to provide any information that will flag our work as the kind the challenged Orders target. We feel tremendous pressure to ensure that we are complying with everything our grant partners ask of us, going above and beyond and being perfect. We are afraid to make any mistakes or speak up to funders, making sure we are not giving them any excuse to abandon us in light of how our work falls within the restrictions imposed by the Executive Orders. We feel like we are walking on eggshells.

16. Censoring these words that are so core to our work and the populations we were founded to serve feels disingenuous to our mission. Even when we do so out of fear and a desire to protect the funding that enables us to keep our doors open and provide critical services, we lose credibility with the community when we fail to keep our commitments to TLGBQIA+ people front and center in everything we do.

17. The uncertainty over whether our federal funding will continue has forced us to make very hard decisions. We are scared to spend any money because we are unsure if it will be reimbursed from our grants. We have laid off staff and are minimizing our expenses. Members of my senior staff and I have taken pay cuts.

18. The stress of having to let people go to save the organization has been tremendous, both personally and organizationally. I have experienced many sleepless nights and tears, and even started therapy. Staff and community members did not understand, and we did not feel we could share the full reasons for these decisions. It has caused serious conflict within the organization and BSH has faced so much backlash on social media, including threats of violence.

19. As a survivor of violence, the threats do not scare me as much as the loss of BSH's federal funding. I am a fighter for the TLGBQIA+ community and have worked incredibly hard to ensure that BSH provides the supportive community and essential, lifesaving resources my community needs, especially Black transgender women navigating survival mode living. The potential loss of federal funding because of the challenged Orders is an existential threat to BSH's ability to keep our doors open and continue providing those services.

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

3 Dated: May 16, 2025

Respectfully submitted,

4 
5
6 Iya Dammons



TO: Board of Estimates, Office of Comptroller
FROM: AGC4381 - M-R Office of Homeless Services
DATE: 02/21/2025
Submission #: SB-25-10324
SUBJECT: CoC FY23 Agreement - Baltimore Safe Haven Corporation

ACTION REQUESTED OF BOARD OF ESTIMATES:

The Board is requested to approve a Subrecipient Grant Agreement with Baltimore Safe Haven Corp.

PERIOD OF 09/01/2024 to 08/31/2025
CONTRACT/AGREEMENT:

AMOUNT AND SOURCE OF FUNDS:

Transaction Amount: \$ 239,609.00

Project Fund	Amount
4000-GRT002324-CCA000618- SC630351	\$ 239,609.00

BACKGROUND/EXPLANATION:

This agreement retroactively started on 9/1/2024.

The city has received a U.S. Department of Housing and Urban Development (HUD) grant to undertake the Continuum of Care (CoC) Program. As a sub-recipient, Baltimore Safe Haven under grant agreement #MD0502Y3B012301 will provide leasing assistance and Supportive Services to Seven (7) individuals and/or families experiencing homelessness in the City of Baltimore. The Provider will offer service(s) under their Tenant Based S+C Program.

This submission is late because of a delay in receiving the CoC FY23 grant award.

SMBA&D Participation not required / SMBA&D granted a waiver

COUNCIL DISTRICT: Citywide

EMPLOY BALTIMORE:	LIVING WAGE:	LOCAL HIRING:	PREVAILING WAGE:
N/A	N/A	N/A	N/A

1% FOR PUBLIC ART:

N/A.

ENDORSEMENTS:

Finance (BBMR) has reviewed and approved for funds.

Law has reviewed and approved for form and legal sufficiency

SMBA&D has reviewed and approved.

Audits has reviewed and has no objection to BOE approval

A handwritten signature in black ink, appearing to read "N. Amato", with a horizontal line extending from the end of the signature.

Clerk, Board of Estimates

02-19-2025

CITY OF BALTIMORE

Brandon M. Scott, Mayor



Mayor's Office of Homeless Services

Ernestina Simmons, Executive Director
7 E. Redwood Street, 5th Floor
Baltimore, MD 21202

Date: December 4, 2024

Iya Dammons
416 N. Montford Avenue
Baltimore, MD 21224
iya@baltimoresafehaven.org

Subject: FY 2023 Youth Housing Development Program (YHDP)
Project: **Baltimore Safe Haven Transitional Housing and RRH**
Grant PIN: **MD0502Y3B012301**

Dear Mr. McCarthy,

We are pleased to inform you that U.S. Department of Housing and Urban Development (HUD) has released the competitive funding notice that establishes funding for the City of Baltimore through the FY 2023 Continuum of Care Program Competition under the Youth Housing Development Program (YHDP). Your proposal for the above stated project will receive a conditional award totaling **\$239,609.00** over a one-year grant term (September 1, 2024- August 31, 2025).

Please note that all awards are conditional and subject to change after Mayor's Office of Homeless Services (MOHS) receives the grant inventory worksheet from HUD along with final, executed grant agreements. We are providing a conditional budget below:

Conditional Budget:	
Leasing	\$84,156.00
Rental Assistance	\$0.00
Support Services	\$96,760.00
Operating Costs	\$28,663.00
HMIS	\$18,937.00
Subrecipient Admin*	\$11,093.00
Total*	\$239,609.00

**Amount is subject to change upon receipt of Grant Inventory Worksheet from HUD*

This conditional award is pending approval by HUD and requires a match in the amount of **\$41,636.00**. The CoC Program requires a twenty-five (25) percent match of the awarded grant amount minus any funds for leasing. Cash or in-kind resources will satisfy the match requirement. Please use the appropriate match template attached to submit your match commitment documentation. You may review the HUD guidance on CoC match if you have any questions: <https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/coc-match/coc-match-overview/>

Additionally, in order to expedite the contracting process, we are requesting you submit an updated budget using the attached template using the conditional budget above.

Please submit your match documentation on your agency's letterhead and provide an updated budget by ASAP to: Latoya Johnson-Carter, Contracts Administrator, at Latoya.JohnsonCarter@baltimorecity.gov.

Thank you for your partnership as we work to prevent and end homelessness in Baltimore City. We look forward to working with you.

Sincerely,
Ernestina Simmons
Executive Director

Attachments provided in email:

- Excel Budget Template
- Cash Match Template
- In-Kind Match Template
- In-Kind Service Match Memorandum of Understanding Template



TO: Board of Estimates, Office of Comptroller
FROM: AGC4381 - M-R Office of Homeless Services
DATE: 03/07/2025
Submission #: SB-25-10317
SUBJECT: CoC FY23 Agreement - Baltimore Safe Haven Corp

ACTION REQUESTED OF BOARD OF ESTIMATES:

The Board is requested to approve a Subrecipient Grant Agreement with Baltimore Safe Haven Corp.

PERIOD OF 12/01/2024 to 11/30/2025
CONTRACT/AGREEMENT:

AMOUNT AND SOURCE OF FUNDS:

Transaction Amount: \$ 751,008.50

Project Fund	Amount
4000-GRT002325-CCA000618- SC630351	\$ 751,008.50

BACKGROUND/EXPLANATION:

This contract retroactively started on 12/1/2024

The City has received a U.S. Department of Housing and Urban Development (HUD) grant to undertake the Continuum of Care (CoC) Program. As a sub-recipient, Baltimore Safe Haven under grant #MD0528L3B012300 to provide rental assistance and supportive services to thirty (30) individuals and/or families experiencing homelessness in the City of Baltimore. The Provider will offer service(s) under their Rapid Re-Housing Program.

This submission is late due to a delay in receiving CoC FY23 HUD Award.

SMBA&D Participation not required / SMBA&D granted a waiver

COUNCIL DISTRICT: Citywide

EMPLOY BALTIMORE:	LIVING WAGE:	LOCAL HIRING:	PREVAILING WAGE:
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N/A	N/A	N/A	N/A
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1% FOR PUBLIC ART: N/A.

ENDORSEMENTS:

Finance (BBMR) has reviewed and approved for funds.

Law has reviewed and approved for form and legal sufficiency

SMBA&D has reviewed and approved.

Audits has reviewed and has no objection to BOE approval

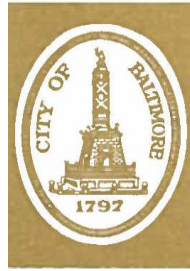


Clerk, Board of Estimates

03-05-2025

CITY OF BALTIMORE

Brandon M. Scott, Mayor



Mayor's Office of Homeless Services

Ernestina Simmons, Executive Director
7 E. Redwood Street, 5th Floor
Baltimore, MD 21202

Date: December 4, 2024

Iya Dammons
416 N. Montford Avenue
Baltimore, MD 21224
iya@baltimoresafehaven.org

Subject: FY 2023 Continuum of Care Program Fund Conditional Award Notice
Project: **Baltimore Safe Haven Transitional Housing and RRH**
Grant PIN: **MD0528L3B012300**

Dear Mr. McCarthy,

We are pleased to inform you that U.S. Department of Housing and Urban Development (HUD) has released the competitive funding notice that establishes funding for the City of Baltimore through the FY 2023 Continuum of Care Program Competition. Your proposal for the above stated project will receive a conditional award totaling **\$751,008.50 over a one-year grant term (December 1, 2024- November 30, 2025).**

Please note that all awards are conditional and subject to change after Mayor's Office of Homeless Services (MOHS) receives the grant inventory worksheet from HUD along with final, executed grant agreements. We are providing a conditional budget below:

Conditional Budget:	
Leasing	\$27,000.00
Rental Assistance	\$195,624.00
Support Services	\$459,883.00
Operating Costs	\$15,000.00
HMIS	\$18,705.00
Subrecipient Admin*	\$34,796.50
Total*	\$751,008.50

**Amount is subject to change upon receipt of Grant Inventory Worksheet from HUD*

This conditional award is pending approval by HUD and requires a match in the amount of **\$189,701.25**. The CoC Program requires a twenty-five (25) percent match of the awarded grant amount minus any funds for leasing. Cash or in-kind resources will satisfy the match requirement. Please use the appropriate match template attached to submit your match commitment documentation. You may review the HUD guidance on CoC match if you have any questions: <https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/coc-match/coc-match-overview/>

Additionally, in order to expedite the contracting process, we are requesting you submit an updated budget using the attached template using the conditional budget above.

**Please submit your match documentation on your agency's letterhead and provide an updated budget by
ASAP to: Latoya Johnson-Carter, Contracts Administrator, at
Latoya.JohnsonCarter@baltimorecity.gov.**

Thank you for your partnership as we work to prevent and end homelessness in Baltimore City. We look forward to working with you.

Sincerely,
Ernestina Simmons
Executive Director

Attachments provided in email:

- Excel Budget Template
- Cash Match Template
- In-Kind Match Template
- In-Kind Service Match Memorandum of Understanding Template



TO: Board of Estimates, Office of Comptroller
FROM: AGC2700 - Health
DATE: 02/21/2025
Submission #: SB-24-15046
SUBJECT: Provider Agreement - Baltimore Safe Haven Corp.

ACTION REQUESTED OF BOARD OF ESTIMATES:

The Board is requested to approve a Provider Agreement with Baltimore Safe Haven Corp.

PERIOD OF 10/01/2024 to 05/31/2026
CONTRACT/AGREEMENT:

AMOUNT AND SOURCE OF FUNDS:

Transaction Amount: \$ 212,500.00

Project #: 4695

Project Fund	Amount
4000-GRT002386-CCA000206- SC630351	\$ 212,500.00

BACKGROUND/EXPLANATION:

The purpose of this agreement is for Baltimore Safe Haven Corp to support efforts to improve the health, wellness, and quality of life for medically underserved communities in Baltimore. The program aims to promote safe sex practices among at-risk patients, encourage the acceptance of HIV screening as a standard component of ongoing medical care, and reduce the prevalence of HIV and AIDS within the Baltimore Medical System (BMS) patient population. ("Project").

This agreement is late because the Baltimore City Health Department (BCHD) received the Notice of Award (NOA) for the PS24-0047 grant on July 16, 2024, just fifteen days before the grant period began on August 1, 2024. Upon receiving the NOA, which outlined the funding awarded to Baltimore City, BCHD initiated the process of issuing a Request for Proposals (RFP) to select and contract with subrecipients for grant implementation. Proposals were received on August 23, 2024, promptly reviewed, and notifications were sent to selected subrecipients on September 20, 2024. BCHD has collaborated with subrecipients to develop and review budgets and other contractual documents for submission to the Board of Estimates (BOE), leading to the submission of these documents at this time. These necessary steps contributed to the delay in processing this contract.

COUNCIL DISTRICT: Citywide

EMPLOY
BALTIMORE:

LIVING WAGE:

LOCAL HIRING:

PREVAILING
WAGE:

N/A

N/A

N/A

N/A

1% FOR PUBLIC ART:

N/A.

ENDORSEMENTS:

Finance (BBMR) has reviewed and approved for funds.

Law has reviewed and approved for form and legal sufficiency

SMBA&D has reviewed and approved.

Audits has reviewed and has no objection to BOE approval



Clerk, Board of Estimates

02-19-2025



TO: Board of Estimates, Office of Comptroller

FROM: AGC2700 - Health

DATE: 12/16/2024

Submission #: SB-24-15046

SUBJECT: Agreement-Baltimore Safe Haven Corp.

ACTION REQUESTED OF BOARD OF ESTIMATES:

The Board is requested to approve a Provider Agreement Baltimore Safe Haven Corp..

PERIOD OF CONTRACT/AGREEMENT: 10/01/2024 to 05/31/2026

AMOUNT AND SOURCE OF FUNDS:

Transaction Amount: \$ 212,500.00

Project #: 4695

Project Fund	Amount
4000-GRT002386-CCA000206-SC630351	\$ 212,500.00

BACKGROUND/EXPLANATION:

The purpose of this Agreement is for the Provider to assist in improving the health, wellness, and quality of life for medically underserved communities in Baltimore. Their overall goals with this program are to 1) increase safe sex practices in the at-risk patient population, 2) increase acceptance of HIV screening as part of ongoing medical care, and 3) decrease the prevalence of HIV and AIDS in the BMS patient population. ("Project").

This agreement is late because BCHD received the Notice of Award (NOA) for the PS24-0047 grant on July 16, 2024, fifteen days before the start of the grant period (August 1, 2024). Upon receipt of the NOA, which notified us of the amount of funding awarded to Baltimore City, we then issued a Request for Proposals (RFP) to select and contract with subrecipients for the implementation of the grant. The proposals were received on August 23, 2024, promptly reviewed, and notifications were sent to selected subrecipients on September 20, 2024. Over the past month, BCHD has worked with subrecipients on the development and review of budgets and other contractual documents for submission to the BOE, hence the submission of these contractual documents at this time. These steps caused further delay in processing of this contract.

SMBA&D Participation not required / SMBA&D granted a waiver

COUNCIL DISTRICT:

Citywide

EMPLOY
BALTIMORE:

LIVING WAGE:

LOCAL HIRING:

PREVAILING
WAGE:

N/A

N/A

N/A

N/A

1% FOR PUBLIC ART:

N/A.

ENDORSEMENTS:

1 I, Michael Munson, hereby state as follows:

2 1. I am the co-founder and Executive Director of FORGE Inc. (“FORGE”), a nonprofit
3 501(c)(3) organization based in Milwaukee, Wisconsin, which provides training and support to
4 service providers who serve victims of crime, as well as provides direct support and resources to
5 transgender and nonbinary survivors of violence. I have served in this capacity since 1994.

6 1. On February 24, 2025, I executed a Declaration (ECF No. 47-3), in support of
7 Plaintiffs’ Complaint and Motion for a Preliminary Injunction, filed on March 3, 2025 (ECF No.
8 47) to prevent Defendant agencies and their leadership from enforcing Executive Order No. 14168
9 “Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the
10 Federal Government” (“Gender Order”), issued January 20, 2025; Executive Order No. 14151
11 “Ending Radical and Wasteful DEI Programs and Preferencing” (“DEI-1 Order”), issued January
12 20, 2025; and Executive Order No. 14173 “Ending Illegal Discrimination and Restoring Merit-
13 Based Opportunity” (“DEI-2 Order”), issued January 21, 2025 (collectively, the “Executive
14 Orders”), and related agency directives.

15 2. Since executing that Declaration on February 24, FORGE has experienced ongoing
16 grant terminations and attempts to censor active grants.

17 3. I am submitting this supplemental declaration to inform the Court of the
18 developments since February 24, and the negative impacts they have had and will continue to have
19 on FORGE and the people it serves. Additionally, **Appendix A** contains a list of FORGE’s grants
20 that have been directly impacted by the challenged Orders to date.

21
22 **Victims of Crime Grants**

23 4. **First:** The Office for Victims of Crime (OVC), a subdivision of the U.S.
24 Department of Justice (DOJ), awarded FORGE grant number 15POVC22GK01054NONF
25 (“Transgender Victims of Crime Toolkit”). This grant started 10/01/2022 and had an end date of
26 09/30/2026. The total federal award to FORGE was \$749,908.

27 5. According to OVC, the purpose of training and technical assistance grants is to

1 improve the overall quality of services delivered to crime victims through the provision of training
2 and technical assistance to providers.

3 6. For this grant, FORGE proposed to update the Responding to Transgender Victims
4 of Sexual Assault Toolkit that it first developed for OVC in 2014. This update was necessary to
5 extend the toolkit's scope. Previously, the 2014 toolkit only included information on sexual
6 assault. The updated toolkit will now address all major types of violence and crime that OVC
7 tracks and to which transgender people are subjected, with a particular focus on the experience of
8 transgender women and girls of color. In researching and building out this toolkit, FORGE
9 proposed to host 30 listening sessions for transgender survivors and victim service providers,
10 conduct one-on-one interviews, and briefly survey providers to identify pressing issues, gaps in
11 service, and best practices for addressing those gaps and victim needs. FORGE also hosted an
12 ongoing stakeholders advisory group comprised of members from both victim services and
13 transgender community organizations. Six formal meetings have occurred so far. FORGE
14 combined input from listening sessions, stakeholders, literature reviews, identified best practices,
15 and a review of the existing toolkit into an OVC memorandum that outlined proposed revisions,
16 updates, and additions for the new toolkit. FORGE submitted this memorandum to OVC, and it
17 was approved by the OVC program manager. Currently, 73 segments of the toolkit are drafted,
18 and an additional 25 sections are in the process of internal review and finalization. Expected users
19 of the toolkit are victim service providers, and transgender victims of crimes and violence will be
20 the beneficiaries of improved services.

21 7. Key partners for this grant include: Activating Change, American Bar
22 Association's Commission on Domestic & Sexual Violence, Black Trans Advocacy Coalition,
23 CenterLink and HealthLink, End Violence Against Women International, International
24 Association of Forensic Nurses, Just Detention International, Los Angeles LGBT Community
25 Center, Michigan Coalition to End Domestic and Sexual Violence, Montana Coalition Against
26 Domestic and Sexual Violence, National Center for Victims of Crime, National Resource Center
27 on Domestic Violence, Resource Sharing Project (IowaCASA), SAGE, South Carolina Coalition

1 Against Domestic Violence and Sexual Assault, SPARC/AEquitas, Trans Latin@ Coalition,
2 Transgender Resource Center of New Mexico, Virginia Commonwealth University Health's
3 Injury and Violence Prevention, and others. These organizations have helped inform the new
4 content for the toolkit.

5 8. The Transgender Victims of Crime Toolkit grant was terminated on 4/22/25. The
6 Termination Notice is attached as **Exhibit A**. The Termination Notice said the award was being
7 terminated because it "no longer effectuates the program goals or agency priorities."

8 9. An administrative appeal is due by 05/22/25, the same day as the preliminary
9 injunction hearing in this case. FORGE requested a 60-day extension for filing an appeal through
10 the DOJ administrative appeals process. The DOJ denied the request, attached as **Exhibit B**.

11 10. By terminating this grant, FORGE and all of our project partners no longer have
12 access to the funding necessary to complete the toolkit. Without completing the toolkit, hundreds
13 of work hours will go to waste, and a vital public resource will be inaccessible. Thousands of
14 victim service providers will not be able to access this set of resources. Transgender victims of
15 crime will continue to face layers of harm because they may not receive culturally responsive care
16 or even any care at all. Ultimately, the termination of this grant impacts the health, wellness, and
17 ability of transgender victims of crime to thrive and continue to contribute to society.

18 11. Although the toolkit is a federally funded resource, FORGE would have used this
19 valuable resource in much of our non-federally funded work for years to come. For example, after
20 FORGE created the 2014 toolkit and the grant ended, FORGE has used this material for nearly a
21 decade of work since then to train service providers. However, its outdated nature has demanded
22 a new resource for the DOJ, FORGE, and our partners.

23 12. Also, this was FORGE's largest funding source. As an organization, this
24 termination will severely limit our budget and ability to live out FORGE's mission.

25
26 13. **Second:** OVC awarded the International Association of Forensic Nurses (IAFN)
27 grant number 15POVC22GK03590SAFE ("SANE Grant"). The grant award was \$1,488,745.

FORGE was a partner on this grant. This grant had an end date of 09/30/2026. From 12/06/23 until 12/13/24, FORGE was paid \$18,489.79 for work creating training materials. FORGE's agreement with IAFN is attached as **Exhibit C**.

14. Medical-forensic examinations are a critical part of any multidisciplinary response to sexual violence. Studies have shown that exams performed by Sexual Assault Nurse Examiners (SANEs) may result in better health outcomes and lead to higher prosecution rates. However, most communities do not have SANEs available, and there are limited resources available to support communities striving to develop SANE programs. IANF proposed to provide comprehensive training and technical assistance to OVC grantees to ensure they have the information, guidance, and support they need to develop, expand, and sustain their SANE programs. IAFN applied for and received this grant, knowing that it would rely on its partners to offer a full range of culturally-specific assistance and to ensure their programs develop, foster, and maintain patient-centered, trauma-informed, and evidence-based SANE programs. FORGE was able to provide culturally specific knowledge about the transgender community, allowing IAFN to meet its goals related to this specific population. The goal for this project is to utilize the expertise and experience of IAFN, its project partners, and OVC to provide proactive, action-driven, flexible, victim-centered, trauma-informed training and technical assistance to the selected SANE programs throughout the US. The primary activities, products and deliverables include: identification of site-specific needs and an associated training and technical assistance recommendation plans; develop and deliver a full day workshop annually prior to the IAFN International Conference of Forensic Nursing Science and Practice tailored to issues of program expansion and sustainability; provide access to IANFs online adult or pediatric SANE training for up to 28 clinicians; provide review of any grantee SANE didactic training program to ensure it adheres to the IAFN SANE education guidelines; provide two, two-day clinical skills laboratories annually for didactically prepared SANEs; provide one SANE-A and SANE-P board certification review course annually; develop gamified simulation training to improve critical thinking skills in developing a trauma-informed response to survivors regardless of age, stage of development, gender or special circumstances;

1 provide access to IAFNs online Intimate Partner Violence Nurse Examiner (IPVNE) training for
2 programs expanding to IPV for up to 28 clinicians; provide access to monthly echo case review
3 and bi-monthly webinars for SANEs and the multidisciplinary teams they work with; create closed
4 online communities where cross-communication, learning and networking can occur between
5 programs, partners and the IAFN team; house new resources on the existing IAFN safeta.org
6 website; and assist sites in creating sustainability plans.

7 15. The SANE Grant was terminated on 4/22/25. The Termination Notice is attached
8 as **Exhibit D**. The Termination Notice said the award was being terminated because it “no longer
9 effectuates the program goals or agency priorities.”

10 16. This termination means that SANEs, crime victim advocates, and other allied
11 medical, legal, and criminal justice professionals will lack training and education on effectively
12 providing post-sexual assault care to transgender victims. The work of this grant was especially
13 impactful because it reached rural communities where SANEs and other victim service providers
14 generally receive less overall training and are typically less informed about culturally diverse
15 populations. Additionally, this termination is another hit to FORGE’s budget.

16
17 17. **Third:** The OVC awarded Futures Without Violence grant number
18 15POVC21GK00658NONF (“Community Impact Grant”). The grant award was \$2,000,000.
19 FORGE was a sub-awardee of this grant, subaward number 3984. The total federal award to
20 FORGE was \$113,333. Currently, FORGE has an outstanding invoice for \$3,577.

21 18. The Community Impact Grant was focused on imagining multidisciplinary
22 pathways to assist, care, and thrive. The Community Impact Grant was created to fund an entity to
23 support field-generated, innovative strategies, approaches, and models to support individuals,
24 groups, and communities impacted by hate crimes. The grant also specified that Futures Without
25 Violence would provide technical assistance and capacity-building support to the selected
26 subrecipients.

27 19. The sub-awardees were selected through a competitive application process. Futures
28

Without Violence put out a call for proposals, reviewed the applications, and selected the organizations to recommend to OVC for this funding opportunity. The OVC reviewed and approved the selection of FORGE. FORGE was selected because we are an organization that serves the transgender community, which is deeply impacted by hate crimes.

20. Under this grant, Futures Without Violence was hosting a conference for sub-awardees to present their work in Pittsburgh this spring.

21. Futures Without Violence notified FORGE on 04/23/25 that the grant was terminated and that the conference, just weeks away, was cancelled. The communication is attached as **Exhibit E**.

22. As a result of the termination, FORGE cancelled our plane ticket and hotel for the conference. We did not have the opportunity to work with partners to further this important work.

23. **Fourth:** FORGE had applied for a sub-award under a peer organization, Ujima, for an OVC grant under the Culturally Responsive Victim Services Grant Program through the National Center for Culturally Responsive Victim Services.

24. On 04/24/25, FORGE was notified by Ujima that OVC was requiring it to end the request for applications process for sub-awardees. It is unclear, but it appears that the main grant funding for this project was terminated. The communication is attached as **Exhibit F**.

Bureau of Justice Assistance Grant

25. **Fifth:** The Bureau of Justice Assistance (BJA), a subdivision of the DOJ, awarded FORGE grant number 15PBJA22GG04854ADVA (“Keeping Ourselves Whole Grant”). This is a three-year grant, which started 10/01/2022 and goes through 09/30/2025. The total federal award to FORGE was \$500,000. This was FORGE’s second-largest funding source after the Toolkit Grant.

26. The Keeping Ourselves Whole Grant is intended to address hate crimes against the transgender community. It is a national project to address the myriad physical and mental health

1 effects and service gaps facing transgender people as a result of multiple and pervasive types of
2 anti-trans hate crimes. The project's goal, "support comprehensive community-based approaches
3 to addressing hate crimes that promote community awareness and preparedness, increase victim
4 reporting, and improve prevention efforts and responses to hate crimes," would be met through
5 four major objectives. 1) As part of project planning and to develop data to base further work upon,
6 a national quantitative and qualitative survey will assess the transgender community's experiences
7 and beliefs about hate crimes. 2) A three-year-long law enforcement and transgender advocates
8 facilitated dialogue will address the severe and sensitive rift between the groups, resulting in an
9 action agenda that can guide further healing and promote increased hate crime reporting. 3) A
10 collection and publication of best practices for communities responding to hate crimes in their
11 midst will improve the availability of services and supports for primary and secondary victims. 4)
12 Throughout the project, quarterly training webinars and conference workshops addressing the
13 transgender community, law enforcement, and/or service providers likely to come into contact
14 with transgender hate crime survivors will improve the availability and culturally-competent
15 effectiveness of trauma-informed services, improve the resiliency of transgender primary and
16 secondary hate crime survivors, and promote the reporting of hate crimes.

17 27. This grant was terminated on 4/22/25. The Termination Notice is attached as
18 **Exhibit G**. The Termination Notice said the award was being terminated because it "no longer
19 effectuates the program goals or agency priorities."

20 28. An administrative appeal is due by 05/22/25, the same day as the preliminary
21 injunction hearing in this case. FORGE requested a 60-day extension for filing an appeal through
22 the DOJ appeals process. The DOJ denied the request, attached as **Exhibit H**.

23 29. The consequences of this termination are a loss of direct funding for FORGE and
24 all project partners. Few funded projects have focused on the impact of anti-trans hate violence
25 and the generation of solutions and best practices. Loss of funding means that the research
26 conducted, the collaborations strengthened, the problem-solving to reduce anti-trans hate crimes,
27 and much more will be lost. Since training was a substantial part of this grant, victim service

1 providers and allied professionals will not have access to information about anti-trans hate crimes
2 and how to effectively serve survivors.

3
4 **Office of Violence Against Women Grants**

5 30. **Sixth:** The Office of Violence Against Women (OVW), a subdivision of the DOJ,
6 awarded the American Bar Association two grants, the “LGBTQ+ Training for Coalitions Project”
7 and the “LGBTQ+ Legal Access Project.” FORGE was a project partner on both of these grants.
8 These two awards had start dates of 04/01/25. However, both grants were continuations of
9 previously funded grants to the ABA and FORGE.

10 31. FORGE was informed by the American Bar Association on 4/10/25 that both grants
11 were terminated. This communication is attached as **Exhibit I**.

12 32. FORGE had not yet started performance under the new term period of these grants.
13

14 33. **Seventh:** The OVW awarded Stalking Prevention, Awareness & Resource Center
15 (SPARC)/ AEquitas grant (“Stalking Grant”). FORGE is a partner on this grant.

16 34. The Stalking Grant was meant to operate a national resource center to address the
17 crime of stalking. This grant would maintain a national website on addressing the crime of stalking
18 and provide trainings and technical assistance virtually, in-person, and on-site to build the capacity
19 of service providers and civil and criminal justice system practitioners to address stalking. It would
20 also develop and disseminate resource materials and/or publications to expand the capacity and
21 expertise of service organizations and the criminal justice system, as well as develop outreach
22 materials and resources to be shared with OVW grantees and potential grantees for Stalking
23 Awareness Month. Lastly, it would address cyber-stalking and online harm, as well as develop
24 resources and trainings that are inclusive of diverse cultures and communities.

25 35. As a partner and expert on stalking against members of the transgender community,
26 FORGE was working on deliverables, including tip sheets, under this grant. The OVW had not yet
27 approved these documents.

1 36. The grant program manager notified SPARC on or around 04/12/25 that FORGE's
2 tip sheets and all other LGBTQ+ related content should not be submitted to OVW. Furthermore,
3 if any materials were submitted with LGBTQ+ content, the materials would be denied.

4 37. We are unsure how to move forward given these parameters. Although the grant
5 has not been terminated, our ability to participate is limited. FORGE might not be able to censor
6 our speech in a way that would satisfy these requirements because the materials will be denied if
7 we include information about transgender people.

Appendix A

Agency	Grant	Date	Agency Action
DOJ - OVC	15POVC22GK01054NONF	4/22/25	Terminated
DOJ - OVC	15POVC22GK03590SAFE	4/22/25	Terminated
DOJ - OVC	15POVC21GK00658NONF	4/22/25	Terminated
DOJ - BJA	15PBJA22GG04854ADVA	4/22/25	Terminated
DOJ - OVW	ABA Grants	4/10/25	Terminated
DOJ - OVW	SPARC Stalking Grant	4/19/25	Censored

/

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

3 Dated: May 16, 2025

Respectfully submitted,

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7 Michael Munson
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mmunson

From: Office of Justice Programs <OJP_COMMS@public.govdelivery.com>
Sent: Tuesday, April 22, 2025 4:31 PM
To: mmunson
Subject: Notice of Award Termination

Categories: IMPORTANT, OVC Toolkit



VIA: Electronic Mail

NOTICE OF TERMINATION

Date: April 22, 2025

Subject: Termination of Award

Based on a careful review, the award listed immediately below is hereby terminated pursuant to 2 C.F.R. § 200.340(a)(4):

Award Number: 15POVC-22-GK-01054-NONF

As provided, respectively, in the award itself, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice in 2 C.F.R. Part 2800, apply to this award. Specifically, the award document provides notice of the applicability of the termination provisions in § 200.340.

This award is being terminated because it “no longer effectuates the program goals or agency priorities.” 2 C.F.R. § 200.340(a)(4). The Department has changed its priorities with respect to discretionary grant funding to focus on, among other things, more directly supporting certain law enforcement operations, combatting violent crime, protecting American children, and supporting American victims of trafficking and sexual assault, and better coordinating law enforcement efforts at all levels of government. This award demonstrates that it no longer effectuates Department priorities.

Consistent with this notice of termination, the use of award funds will not be allowed for obligations incurred, or expenditures made, after receipt of this notice, other than pursuant to closeout responsibilities.

Effective date: April 22, 2025

Portion of the Federal award to be terminated: All unobligated balances remaining.

Right to Appeal: Consistent with 2 C.F.R. § 200.342, you may appeal this termination in writing within 30 calendar days of the date of this notice. Unless the Assistant Attorney General for the Office of Justice Programs grants a waiver, an untimely appeal request may result in denial of the appeal. Any written appeal must be submitted by email to OJP.Appeals@usdoj.gov, addressed to the Assistant Attorney General for the Office of Justice Programs. In the subject line of the email, the name of the award recipient appealing the decision, the award number, and the words “Termination Appeal” must be specified, and the email message itself must contain the following:

1. A copy of the written notice of termination;
2. The date on which the written notice of termination was received;
3. A brief statement of the argument that forms the basis of the appeal, and any disputed factual, legal or other issues;
4. The amount of disallowed costs in dispute, if any;
5. Any other relevant materials.

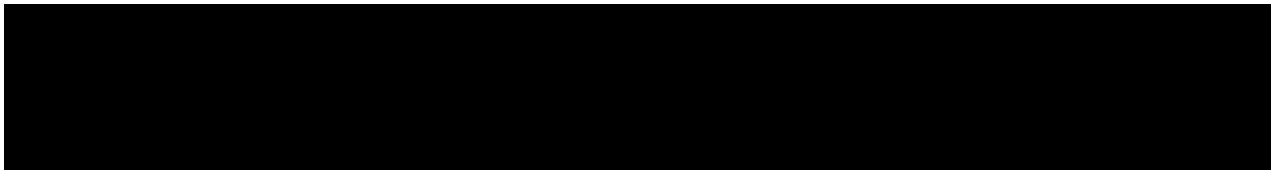
Closeout & Continuing Responsibilities: Please note the following continuing responsibilities related to closeout and other obligations in 2 C.F.R. § 200.340(d): “When the Federal award is terminated in part or its entirety, the Federal agency or pass-through entity and recipient or subrecipient remain responsible for compliance with the requirements in §§ 200.344 [(“Closeout”)] and 200.345 [(“Post-closeout adjustments and continuing responsibilities.”)].” Such responsibilities include, but are not limited to, your obligation to “promptly refund any unobligated funds” that have been paid out but “are not authorized to be retained.” 2 C.F.R. § 200.344(g). Failure to do so may result in the filing of a report documenting “material failure to comply with the terms and conditions of” this award on SAM.gov and taking other appropriate enforcement actions, which could affect eligibility for future grants. *Id.* § 200.344(i). Finally, duties regarding retention of grant records for at least three years after the submission of a final financial report are hereby noted. See *id.* § 200.334.

(End of Notice)

You received this email because you are a current or previous Department of Justice grant applicant or award recipient. GovDelivery is providing this service on behalf of the Department of Justice and may not use your subscription information for any other purposes. For more information, review the [Department of Justice Privacy Policy](#) and the [GovDelivery Privacy Policy](#).

This email was sent to mmunson@forge-forward.org using GovDelivery Communications Cloud on behalf of Department of Justice
· Washington, DC





From: OJPAppeals (OJP) <OJP.Appeals@usdoj.gov>
Sent: Tuesday, May 13, 2025 11:51 AM
To: mmunson <mmunson@forge-forward.org>
Cc: OJPAppeals (OJP) <OJP.Appeals@usdoj.gov>
Subject: RE: FORGE, 15POVC-22-GK-01054-NONF, Request for Extension to file Termination Appeal

Good afternoon Mr. Munson,

We are in receipt of your request for an extension of the period to appeal the termination of award # 15POVC-22-GK-01054-NONF. Please be advised that your request is denied. The end date to submit an appeal remains May 22, 2025.

Thank you,
Office of Justice Programs

From: mmunson <mmunson@forge-forward.org>
Sent: Friday, May 2, 2025 12:41 PM
To: OJPAppeals (OJP) <OJP.Appeals@ojp.usdoj.gov>
Subject: [EXTERNAL] FORGE, 15POVC-22-GK-01054-NONF, Request for Extension to file Termination Appeal

Re: Request for Extension of Time to File Appeal
Terminated Grant Number: 15POVC-22-GK-01054-NONF

Dear Assistant Attorney General for the Office of Justice Programs:

I respectfully submit this letter to request a 60-day extension of time to file the appeal for the termination of 15POVC-22-GK-01054-NONF. The current deadline is May 21, 2025, and I am requesting a new deadline of July 20, 2025.

michael munson

ATTACHMENT: Notice of termination - OVC



michael munson, Executive Director

mmunson@forge-forward.org | www.forge-forward.org

FORGE | PO Box 1272 | Milwaukee, WI 53201



INTERNATIONAL
ASSOCIATION OF
**Forensic
Nurses**

ForensicNurses.org

p 410 626 7805
f 410 626 7804

I. Term

This letter outlines the understanding and agreement between the International Association of Forensic Nurses, hereinafter referred to as *IAFN*, and FORGE regarding meeting attendance, training and technical assistance to be provided for IAFN by FORGE under the IAFN's OVC FY2022 Expanding Access to Sexual Assault Forensic Examinations.

Contractor Name	FORGE, Michael Munson
Address	P.O. Box 1272, Milwaukee, WI 53201
Phone	414-559-2123
Email	tgwarrior@forge-forward.org
Date(s)	1/1/2023-9/30/2025
Length	Click or tap here to enter text.

FORGE agrees to contract with IAFN as a partner on the OVC FY2022 Expanding Access to Sexual Assault Forensic Examinations. A representative of FORGE will complete all necessary and requested forms before services are provided, including, but not limited to a Curriculum Vitae and W-9.

When attending IAFN meetings, providing training or technical assistance in their role as partner on this grant, a representative of FORGE will complete necessary data collection and tracking information as requested for purposes of IAFN grant reporting.

Upon completion of grant-related activities, a representative from FORGE will log detailed activities in the IAFN provided invoice. FORGE may bill the IAFN home office by sending invoice and receipts as frequently as every two weeks, but at least once a month to acavanagh@forensicnurses.org.

- IAFN will provide payment of \$81.25 per hours worked, not to exceed \$650 per day

IAFN will cover all travel expenses (coach airfare roundtrip, or mileage, ground transportation and hotel; meals and incidentals will be reimbursed based on the government per diem rate). All receipts for expenses must be submitted with the invoice except for meals and incidentals. Meals and Incidentals will be reimbursed at the Government Per Diem rate.



INTERNATIONAL
ASSOCIATION OF
**Forensic
Nurses**

ForensicNurses.org

p 410 626 7805
f 410 626 7804

II. Conflict of Interest

If FORGE contracts separately with a demonstration site:

- They agree to avoid concurrent billing practices;
- They agree to produce timesheets/invoices submitted under the demonstration site grant for IAFN audit purposes.

The above information is agreed to and accepted by:

Partner:

(Signature)

Date: 3/1/2023

IAFN:

Jennifer Pierce-Weeks CEO (Signature)

Date: 3/14/2023



Jen Pierce-Weeks <jpw@iafn.org>

Notice of Award Termination

7 messages

Office of Justice Programs <OJP_COMMS@public.govdelivery.com>
To: jpw@iafn.org

Tue, Apr 22, 2025 at 4:30 PM



VIA: Electronic Mail

NOTICE OF TERMINATION

Date: April 22, 2025

Subject: Termination of Award

Based on a careful review, the award listed immediately below is hereby terminated pursuant to 2 C.F.R. § 200.340(a)(4):

Award Number: 15POVC-22-GK-03590-SAFE

As provided, respectively, in the award itself, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice in 2 C.F.R. Part 2800, apply to this award. Specifically, the award document provides notice of the applicability of the termination provisions in § 200.340.

This award is being terminated because it “no longer effectuates the program goals or agency priorities.” 2 C.F.R. § 200.340(a)(4). The Department has changed its priorities with respect to discretionary grant funding to focus on, among other things, more directly supporting certain law enforcement operations, combatting violent crime, protecting American children, and supporting American victims of trafficking and sexual assault, and better coordinating law enforcement efforts at all levels of government. This award demonstrates that it no longer effectuates Department priorities.

Consistent with this notice of termination, the use of award funds will not be allowed for obligations incurred, or expenditures made, after receipt of this notice, other than pursuant to closeout responsibilities.

Effective date: April 22, 2025

Portion of the Federal award to be terminated: All unobligated balances remaining.

Right to Appeal: Consistent with 2 C.F.R. § 200.342, you may appeal this termination in writing within 30 calendar days of the date of this notice. Unless the Assistant Attorney General for the Office of Justice Programs grants a waiver, an untimely appeal request may result in denial of the appeal. Any written appeal must be submitted by email to OJP.Appeals@usdoj.gov, addressed to the Assistant Attorney General for the Office of Justice Programs. In the subject line of the email, the name of the award recipient appealing the decision, the award number, and the words “Termination Appeal” must be specified, and the email message itself must contain the following:

1. A copy of the written notice of termination;
2. The date on which the written notice of termination was received;
3. A brief statement of the argument that forms the basis of the appeal, and any disputed factual, legal or other issues;
4. The amount of disallowed costs in dispute, if any;
5. Any other relevant materials.

Closeout & Continuing Responsibilities: Please note the following continuing responsibilities related to closeout and other obligations in 2 C.F.R. § 200.340(d): “When the Federal award is terminated in part or its entirety, the Federal agency or pass-through entity and recipient or subrecipient remain responsible for compliance with the requirements in §§ 200.344 [(“Closeout”)] and 200.345 [(“Post-closeout adjustments and continuing responsibilities.”)].” Such responsibilities include, but are not limited to, your obligation to “promptly refund any unobligated funds” that have been paid out but “are not authorized to be retained.” 2 C.F.R. § 200.344(g). Failure to do so may result in the filing of a report documenting “material failure to comply with the terms and conditions of” this award on SAM.gov and taking other appropriate enforcement actions, which could affect eligibility for future grants. *Id.* § 200.344(i). Finally, duties regarding retention of grant records for at least three years after the submission of a final financial report are hereby noted. *See id.* § 200.334.

(End of Notice)

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This email was sent to jpw@iafn.org using GovDelivery Communications Cloud on behalf of Department of Justice · Washington, DC



[REDACTED]

From: Aaron Polkey <APolkey@futureswithoutviolence.org>

Sent: Thursday, April 24, 2025 6:29 AM

To: michael munson <tgwarrior@forge-forward.org>; [REDACTED]

[REDACTED]

Subject: Re: Notice of Sub-Award Termination

As a follow up, I would like to make clear that the May conference - the Innovation Convening - in Pittsburgh is cancelled. Please cancel all plans, pursue refunds if you can, and submit by April 30 all expenses - including conference related expenses - that you may have incurred prior to April 22.

Because we are locked out of the financial system, we cannot guarantee you that we will be able to reimburse you for conference-related expenses, or for that matter any expenses that we haven't reimbursed to date. But we will try hard to get access and approval.

That's why it's important that you submit to us invoices for expenses (incurred through April 22) by the April 30 deadline. As for conference expenses, even if we are eventually allowed to reimburse, we will only be able to conference expenses made prior to April 22. So - again - please cancel all plans and seek refunds if you can, and do not incur any further expenses beyond April 22.

So sorry about this,

Aaron

From: Aaron Polkey

Sent: Wednesday, April 23, 2025 2:56 PM

To: FORGE - michael munson <tgwarrior@forge-forward.org>; tgwarrior@gmail.com

[REDACTED]

Subject: Notice of Sub-Award Termination

Dear FORGE Inc.,

On April 22, 2025, Futures Without Violence (FUTURES) received a Notice of Award Termination from the Office of Justice Programs (OJP) for award number 15POVC-21-GK-00658-NONF.

This termination was effective immediately. Therefore, this email serves as notification that your sub-award # 3984 is also terminated as of April 22, 2025, meaning that no further work should be conducted or expenses incurred.

At this time, FUTURES is unable to draw down any further funds on this award. Therefore, FUTURES' ability to pay any invoices not yet submitted will be contingent on the disbursement of funds by OJP.

If you have expenses related to this project that were incurred during the period of March 1, 2025 – April 22, 2025, please submit an invoice to FUTURES within 5 days (no later than Wednesday, April 30, 2025), and if we are able to receive reimbursement for these expenses from OJP, we will remit payment to you expeditiously.

Thank you for your partnership on this project and we wish you well in your future endeavors.

Aaron Polkey

Aaron Polkey

Senior Program Attorney & Associate Director for Learning & Leadership

Futures Without Violence

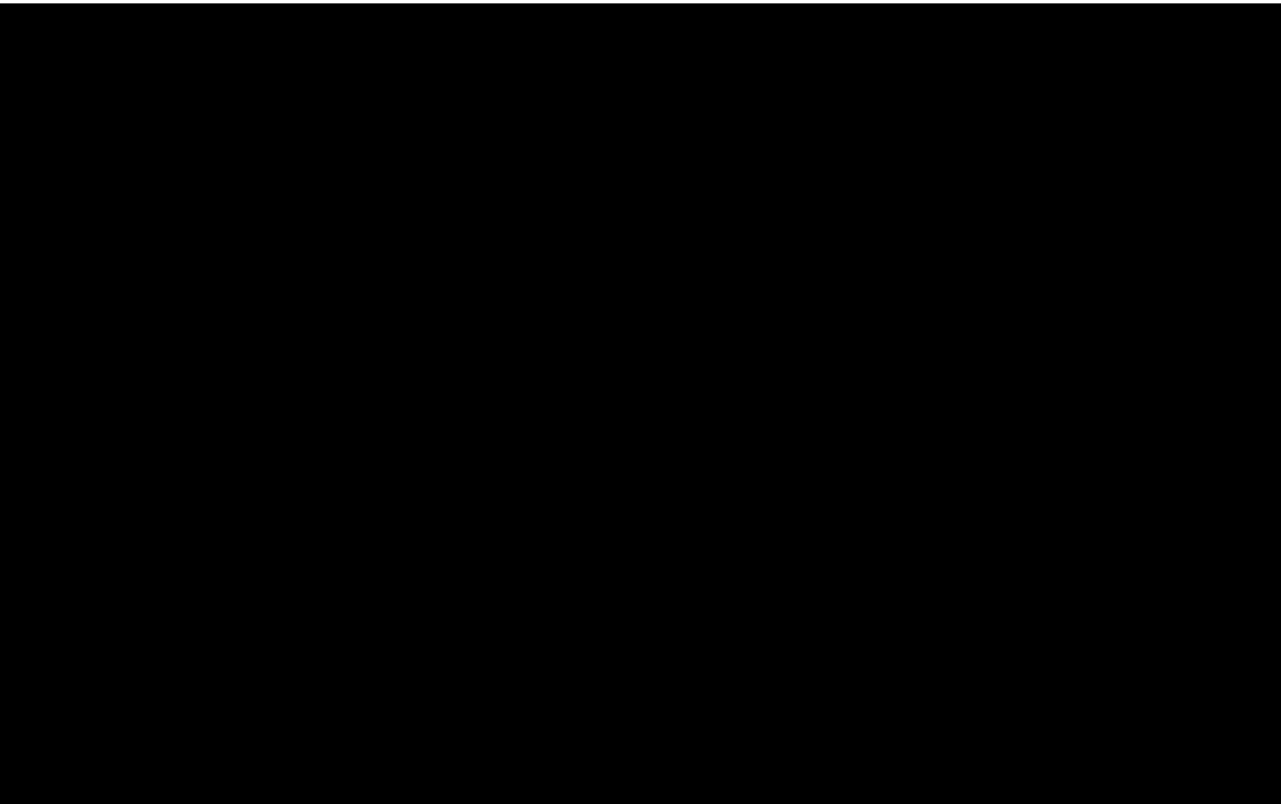
apolkey@futureswithoutviolence.org | www.FuturesWithoutViolence.org

Join us on social media: [Facebook](#) | [Twitter](#) | [Instagram](#)

Sent: Friday, April 25, 2025 10:22 AM

mmunson <mmunson@forge-forward.org>;

Response	Percentage
Yes, the current administration is responsible	85%
No, the current administration is not responsible	15%



Subject: Important Update on the Culturally Responsive Victim Services Grant Program

Apr 24, 2025

Dear Applicant,

Thank you again for your interest in the Culturally Responsive Victim Services Grant Program through the National Center for Culturally Responsive Victim Services (The Center). We are deeply grateful for the time, care, and commitment you put into your application and, more importantly, for the work you do every day to support survivors in your communities.

We're writing to share an important update. We have received confirmation from the Office for Victims of Crime (OVC) that the Culturally Responsive Victim Services Grant Program will not be moving forward. Unfortunately, we must end the current RFA process, and this funding opportunity will not be available. Please understand that this decision is not a reflection of your application, qualifications, or organization. The program's discontinuation is due to factors that are entirely beyond our control and is not based on the incredible value or potential of any applicant.

We know how disappointing this news may be and feel it, too. But as advocates, we also know what it means to keep going in the face of hard news. Our work doesn't stop here. The dedication, vision, and resilience you bring to this movement is powerful and deeply needed.

While this particular opportunity has come to a close, our commitment has not. Ujima, The

National Center on Violence Against Women in the Black Community, and The National Organization of Sisters of Color Ending Sexual Assault (SCESA) remain committed to strengthening the capacity of advocates, organizations, and communities across the country. We will continue to provide training, technical assistance, and resources to help us all navigate forward—together.

These are unprecedented times, but our communities have always found ways to survive, resist, and rise. And we will continue to do just that.

We see you. We stand with you. And we're not done yet.

With deep respect and solidarity,

Ujima & Sisters of Color Ending Sexual Assault (SCESA)

mmunson

From: Office of Justice Programs <OJP_COMMS@public.govdelivery.com>
Sent: Tuesday, April 22, 2025 4:30 PM
To: mmunson
Subject: Notice of Award Termination

Categories: IMPORTANT, OJP-HC



VIA: Electronic Mail

NOTICE OF TERMINATION

Date: April 22, 2025

Subject: Termination of Award

Based on a careful review, the award listed immediately below is hereby terminated pursuant to 2 C.F.R. § 200.340(a)(4):

Award Number: 15PBJA-22-GG-04854-ADVA

As provided, respectively, in the award itself, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice in 2 C.F.R. Part 2800, apply to this award. Specifically, the award document provides notice of the applicability of the termination provisions in § 200.340.

This award is being terminated because it “no longer effectuates the program goals or agency priorities.” 2 C.F.R. § 200.340(a)(4). The Department has changed its priorities with respect to discretionary grant funding to focus on, among other things, more directly supporting certain law enforcement operations, combatting violent crime, protecting American children, and supporting American victims of trafficking and sexual assault, and better coordinating law enforcement efforts at all levels of government. This award demonstrates that it no longer effectuates Department priorities.

Consistent with this notice of termination, the use of award funds will not be allowed for obligations incurred, or expenditures made, after receipt of this notice, other than pursuant to closeout responsibilities.

Effective date: April 22, 2025

Portion of the Federal award to be terminated: All unobligated balances remaining.

Right to Appeal: Consistent with 2 C.F.R. § 200.342, you may appeal this termination in writing within 30 calendar days of the date of this notice. Unless the Assistant Attorney General for the Office of Justice Programs grants a waiver, an untimely appeal request may result in denial of the appeal. Any written appeal must be submitted by email to OJP.Appeals@usdoj.gov, addressed to the Assistant Attorney General for the Office of Justice Programs. In the subject line of the email, the name of the award recipient appealing the decision, the award number, and the words “Termination Appeal” must be specified, and the email message itself must contain the following:

1. A copy of the written notice of termination;
2. The date on which the written notice of termination was received;
3. A brief statement of the argument that forms the basis of the appeal, and any disputed factual, legal or other issues;
4. The amount of disallowed costs in dispute, if any;
5. Any other relevant materials.

Closeout & Continuing Responsibilities: Please note the following continuing responsibilities related to closeout and other obligations in 2 C.F.R. § 200.340(d): “When the Federal award is terminated in part or its entirety, the Federal agency or pass-through entity and recipient or subrecipient remain responsible for compliance with the requirements in §§ 200.344 [(“Closeout”)] and 200.345 [(“Post-closeout adjustments and continuing responsibilities.”)].” Such responsibilities include, but are not limited to, your obligation to “promptly refund any unobligated funds” that have been paid out but “are not authorized to be retained.” 2 C.F.R. § 200.344(g). Failure to do so may result in the filing of a report documenting “material failure to comply with the terms and conditions of” this award on SAM.gov and taking other appropriate enforcement actions, which could affect eligibility for future grants. *Id.* § 200.344(i). Finally, duties regarding retention of grant records for at least three years after the submission of a final financial report are hereby noted. See *id.* § 200.334.

(End of Notice)

You received this email because you are a current or previous Department of Justice grant applicant or award recipient. GovDelivery is providing this service on behalf of the Department of Justice and may not use your subscription information for any other purposes. For more information, review the [Department of Justice Privacy Policy](#) and the [GovDelivery Privacy Policy](#).

This email was sent to mmunson@forge-forward.org using GovDelivery Communications Cloud on behalf of Department of Justice
· Washington, DC



From: OJPAppeals (OJP) <OJP.Appeals@usdoj.gov>
Sent: Tuesday, May 13, 2025 11:52 AM
To: mmunson <mmunson@forge-forward.org>
Cc: OJPAppeals (OJP) <OJP.Appeals@usdoj.gov>
Subject: RE: FORGE, 15PBJA-22-GG-04854-ADVA, Request for Extension to file Termination Appeal

Good afternoon Mr. Munson,

We are in receipt of your request for an extension of the period to appeal the termination of award # 15PBJA-22-GG-04854-ADVA. Please be advised that your request is denied. The end date to submit an appeal remains May 22, 2025.

Thank you,
Office of Justice Programs

From: mmunson <mmunson@forge-forward.org>
Sent: Friday, May 2, 2025 12:43 PM
To: OJPAppeals (OJP) <OJP.Appeals@ojp.usdoj.gov>
Subject: [EXTERNAL] FORGE, 15PBJA-22-GG-04854-ADVA, Request for Extension to file Termination Appeal

Re: Request for Extension of Time to File Appeal
Terminated Grant Number: 15PBJA-22-GG-04854-ADVA

Dear Assistant Attorney General for the Office of Justice Programs:

I respectfully submit this letter to request a 60-day extension of time to file the appeal for the termination of 15PBJA-22-GG-04854-ADVA. The current deadline is May 21, 2025, and I am requesting a new deadline of July 20, 2025.

michael munson

ATTACHMENT: Notice of termination



michael munson, Executive Director

mmunson@forge-forward.org | www.forge-forward.org

FORGE | PO Box 1272 | Milwaukee, WI 53201



Maricarmen Garza, Chief Counsel
1050 Connecticut Avenue, NW Ste 400
Washington, DC 20036
(240) 931-2611

Dear OVW Grant Consultant/Partner

April 10, 2025

Re: Important Update Regarding Our OVW Grants

Dear Friend and Partner,

We are writing to inform you that, effective today, all of our grants with the Office on Violence Against Women have been terminated. The Department of Justice has concluded that these grants “no longer effectuate the agency priorities.”

As we consider our next steps, we must pause all work related to these grants. This means that any work you were performing as a consultant to the Commission must stop immediately. Please submit your final invoice for all work performed through yesterday as soon as possible.

We kindly ask that you confirm receipt of this message. If you have any questions or need further clarification, please don't hesitate to reach out, we are here to support you through this transition.

We are incredibly grateful for your contributions to this work and for your commitment to advancing safety, justice, and dignity for survivors. Thank you for being part of our efforts.

With deep appreciation and continued solidarity,

A handwritten signature in blue ink, which appears to read 'Maricarmen Garza'. The signature is written in a cursive, flowing style.

Maricarmen Garza
Chief Counsel
ABA Commission on Domestic & Sexual Violence

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* *Appearance pro hac vice*
 † *Mailing address only*

**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

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

1 I, Joe Hollendonner, hereby state as follows:

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

7 2. On February 25, 2025, I executed a Declaration (ECF No. 47-5), and on April 7,
8 2025, I executed a Supplemental Declaration (ECF No. 57), both declarations are in support of
9 Plaintiffs’ Complaint and Motion for a Preliminary Injunction, filed on March 3, 2025 (ECF No.
10 47) to prevent Defendant agencies and their leadership from enforcing Executive Order No. 14168
11 “Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the
12 Federal Government” (“Gender Order”), issued January 20, 2025; Executive Order No. 14151
13 “Ending Radical and Wasteful DEI Programs and Preferencing” (“DEI-1 Order”), issued January
14 20, 2025; and Executive Order No. 14173 “Ending Illegal Discrimination and Restoring Merit-
15 Based Opportunity” (“DEI-2 Order”), issued January 21, 2025 (collectively, the “Executive
16 Orders”), and related agency directives.

17 3. Since executing that Supplemental Declaration on April 7, 2025, when I informed
18 the court about the threats to our OFVPS “DV Resource Center Grant” materials and 2 NIH grant
19 terminations, the termination of our UCLA grant 1R01DA061345-01 (“Race & Place Study”) and
20 the termination of our IL Institute of Technology grant 4R00DA055508-03 (“Gender NIH Grant”),
21 the LA LGBT Center has experienced ongoing grant terminations and attempts to censor active
22 grants, as well as the LA LGBT Center’s non-federally-grant-funded work.

23 4. I am submitting this supplemental declaration to inform the Court of the
24 developments since April 7, 2025, and the negative impacts they have had and will continue to
25 have on the LA LGBT Center and the people it serves. Additionally, **Appendix A** contains a list
26 of LA LGBT Center’s grants that have been directly impacted by the challenged Orders to date.
27

Centers for Disease Control and Prevention Grant

5. The U.S. Department of Health and Human Services (HHS), Centers for Disease Control and Prevention (CDC), awarded the University of Washington contract number 75D30123D15973 75D30124F00002 (“STIIRC Study”). In the University of Washington’s 80+ page design plan for the STIIRC Study, it specifically named the LA LGBT Center and our staff as key personnel in the study at its creation. The LA LGBT Center became a sub-awardee of this three-year contract on 09/30/2024. The intended end date was 09/30/2027. The total federal award to the LA LGBT Center was \$1,127,455. The Research Subaward Agreement is attached as **Exhibit A**.

6. As expressed in the University of Washington Contract, **Exhibit B**, the Division of STD Prevention, authorized by the American Rescue Plan Act (2021), created the STIIRC Study because of the immediate need to support innovative research to increase the impact of interventions in sexually transmitted infection (STI) prevention and control.

7. In 2022, more than 2.5 million Americans were diagnosed with chlamydia, gonorrhea, or syphilis, and syphilis rates have continued to rise as the epidemic grows in people of all genders and sexual orientations. There is an urgent need to rapidly develop, implement, and evaluate innovative strategies to improve STI disease intervention services at a population level. That need includes efforts to improve STI control in all populations, including in populations of Gay, Bisexual, and other Men who have Sex with Men (GBMSM) and transgender women. Addressing that need requires implementation strategies that improve the effectiveness and efficiency of public health interventions designed to detect, mitigate, and prevent onward STI transmission. These strategies need to be implemented and tested in contextually relevant settings, in communities with substantial STI morbidity. They should be shaped by local community context, and evaluated and modified using rigorous implementation science methods. The CDC STIIRC Study was designed, in part, to simultaneously implement and test innovative strategies to prevent and control STIs. In response to STIIRC Request for Task Order 73110 and guided by

1 the RE-AIM framework, the Coastal STI Impact Consortium proposed a Hybrid Type 3 study to
2 implement and evaluate a two-stage process of Doxy-PEP implementation in 4 high syphilis
3 morbidity areas: New York City, Los Angeles, Pima County, and Columbus, OH. Implementation
4 strategies integrated Doxy-PEP into a wider syndemic approach designed to improve the health of
5 GBMSM and transgender women, and advance health equity—including immunizations,
6 substance use treatment, mental health, primary care, social and behavioral services, and linkage
7 to HIV PrEP and HIV treatment.

8 8. The LA LGBT Center received notice on 4/23/2025 that the CDC terminated the
9 STIIRC Study on 4/22/2025. The CDC Termination Notice is attached as **Exhibit C**. Unlike our
10 previous grant terminations, this contract termination only states, “the Government is Terminating
11 for Convenience the subject contract.”

12 9. For the LA LGBT Center, the loss of this funding means a significant loss in
13 funding for existing staff. But more importantly, it prevents the LA LGBT Center from collecting
14 patient, provider, and prescription data to optimize STI prevention and treatment and serve as a
15 blueprint for Doxy-PEP use at clinics throughout the U.S. The LA LGBT Center serves as a
16 bellwether for trends in STI epidemiology; the termination of this funding significantly weakens
17 our ability to accurately predict changes in STI infection patterns and to develop methodologically
18 rigorous standards for the use of Doxy-PEP. This ultimately will result in less efficient care and
19 more STIs

20 21 **Office of Violence Against Women Grants**

22 10. The U.S. Department of Justice (DOJ), Office of Violence Against Women (OVW),
23 awarded the LA LGBT Center grant number 15JOVW23GK05467MUMU (“Emerging Issues
24 Grant”). This is a three-year grant, which started 10/01/2023 and goes through 09/30/2026. The
25 total federal award to the LA LGBT Center was \$750,000.

26 11. The Emerging Issues Grant explores new and emerging issues and training and
27

1 technical assistance projects addressing the needs and challenges of OVW grantees, subgrantees,
2 and the larger violence against women field. In particular, with the passage of the Violence Against
3 Women Act Reauthorization Act of 2022 (VAWA 2022), OVW sought to identify innovative
4 projects and technical assistance that address the new and revised programs and issues included in
5 VAWA 2022, as well as other emerging issues in the fields of sexual assault, domestic violence,
6 dating violence, and stalking. OVW selected the LA LGBT Center to implement the National
7 LGBTQ Youth Survivor Training and Technical Assistance Project. This project provides training
8 and technical assistance, and develops best practices to improve responses to LGBTQ youth
9 survivors of dating violence, sexual assault, and stalking. During the course of the project period,
10 the LA LGBT Center and its project partners shall: 1) conduct virtual and in-person trainings; 2)
11 develop topic-specific learning modules; 3) present at OVW and non-OVW funded conferences;
12 4) host roundtable discussions; 5) develop best practice guidelines and other resources as needed;
13 and 6) post resources and trainings on the LA LGBT Center website.

14 12. On 01/28/25, the LA LGBT Center's grant management specialist first asked us to
15 postpone our webinars and events under this grant funding.

16 13. A follow-up email on 02/03/25 from the grant management specialist informed the
17 LA LGBT Center that we could move forward sharing our content in some contexts, but that we
18 should "hold off" on our Centering Diverse Voices webinar. In a subsequent meeting, we learned
19 that this was because "the department is flagging content that has the word 'diverse' in it."

20 14. On 03/04/25, the grant management specialist told LA LGBT Center that we
21 needed to cancel all national webinars for our OVW-funded LGBTQ+ Youth TTA Project, a
22 component of our Emerging Issues Grant. Additionally, the grant management specialist told the
23 LA LGBT Center that we no longer had to be beholden to previously agreed-on metrics of the
24 number of providers reached by this program, since it would not be possible to reach these numbers
25 without hosting national public webinars.

26 15. On 04/24/25, the LA LGBT Center's grant management specialist provided new
27

1 feedback on training materials that were previously submitted and approved. The LA LGBT
2 Center was told that we needed to remove the following terms and topics from this training and
3 any future content under this project. The terms and topics that have been deemed “out of scope”
4 are “BIPOC, inclusivity, historical marginalization, gender affirming care, transitioning,
5 oppression, racism, immigration, and anti-trans legislation.” The LA LGBT Center would be
6 unable to proceed with the review of any other training materials until we implement these changes
7 and OVW approves them. Some of the necessary edits were to remove the sections on gender
8 affirming care, remove the slides on transgender people, remove anything that mentions bisexual
9 identity because “general content about the meaning of certain identities is out of scope,” and
10 remove any content that discusses the intersection of BIPOC and LGBTQ+ survivors’ experiences,
11 including the words racism, historical trauma, oppression, and homophobia, biphobia, or
12 transphobia. Beyond editing this training material, the LA LGBT Center would no longer be
13 allowed to deliver our Foundational Training on Supporting LGBTQ+ Youth Survivors, and our
14 training materials and roundtable discussions now can only include college students because we
15 are no longer allowed to include K-12 students.

16 16. Our grant management specialist acknowledged that the LA LGBT Center would
17 need to change the grant terms to remove the topic-specific module grant deliverable because it
18 would not be possible to complete the original grant terms under these conditions.

19 17. The consequences of these grant limitations are significant. First, these restrictions
20 limit the ability of the LA LGBT Center to reach a wide range of providers. This training program
21 has been extremely well attended by the field, averaging between 50-200 providers at each public
22 webinar. In just a year and a half, this project has successfully provided trainings to 986 providers.
23 Without public webinars, this reach is no longer possible, and the LA LGBT Center, especially for
24 programs in smaller and more rural areas that rely on these training opportunities. Additionally,
25 the restrictions on content mean that the LA LGBT Center is not able to provide training and
26 technical assistance that is informed by evidence-based practices, which are effective in promoting
27

1 LGBTQ+ survivors' access to services, safety, and well-being. The DOJ censored this content,
2 including essential information on what the unique and specific needs, experiences, and barriers
3 are for LGBTQ+ survivors. Ultimately, the LA LGBT Center is effectively prohibited from
4 providing effective and accurate training and technical assistance to the domestic and sexual
5 violence field, and as such, the field will be less able to ensure that their services are accessible
6 and appropriate for LGBTQ+ survivors seeking support and safety, which has real world
7 consequences, including survivors staying in extremely lethal situations.

8 18. Further, the LA LGBT Center staff under these programs are fearful that if they say
9 the wrong thing in a training, then their program will be terminated. This fear limits their ability
10 to speak on the topics we train on. It is particularly difficult to distinguish between funded speech
11 and non-federally funded speech when we are in spaces with other federally funded partners. It
12 has made it especially hard to advocate in all spaces because we fear that it will lead to our
13 programs being terminated. And this fear is not irrational, it is supported by the interactions with
14 our grant management specialist. When asked if she thought our grant would be cut, the grant
15 management specialist said she has not been told about any future cuts but due to other DOJ grant
16 program cuts, she expects that OVW will be next and that our program is likely to be cut, alluding
17 to the LGBTQ-specific nature of our work as the reason.

18 19. Additionally, the LA LGBT Center was also a project partner on three OVW grants
19 awarded to the ABA Commission on Domestic and Sexual Violence. The Expanding Legal
20 Services TTA Project, the LGBTQ+ Training for Coalitions Project, and the LGBTQ+ Legal
21 Access Project.

22 20. The consequences of these grant terminations mean that the LA LGBT Center is no
23 longer able to ensure that attorneys are receiving LGBTQ-specific and trauma-informed training
24 on how to effectively represent and provide legal advocacy to LGBTQ+ survivors of domestic and
25 sexual violence. Additionally, the LA LGBT Center would not be able to provide training and
26 technical assistance to domestic and sexual violence state coalitions on how to build state-wide
27

1 strategies to improve outreach and accessibility to LGBTQ+ survivors accessing critical services
2 including shelter, transitional housing, restraining order support, legal advocacy, therapy, support
3 groups, and more.

4 21. On 04/10/25, the LA LGBT Center was also informed that the OVW grant terms
5 have changed moving forward. The new Notice of Funding Opportunities includes language
6 describing what activities are “Out-of-Scope Activities.” These include “Inculcating or promoting
7 gender ideology as defined in Executive Order 14168, Defending Women from Gender Ideology
8 Extremism and Restoring Biological Truth to the Federal Government” and “Promoting or
9 facilitating discriminatory programs or ideology, including illegal DEI and “diversity, equity,
10 inclusion, and accessibility” programs that do not advance the policy of equal dignity and respect,
11 as described in Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based
12 Opportunity.”

13 22. In part because of these changes to the OVW terms, the LA LGBT Center decided
14 not to apply for an OVW transitional housing grant that we typically would have pursued. We are
15 concerned that if we agree to these terms prohibiting the promotion of gender and DEI, and then
16 are later found in violation of these terms, the consequences could be a more global ban on
17 receiving federal funding. It is especially alarming because the terms do not limit the prohibition
18 on promoting DEI to “illegal” DEI. The prohibition is “including illegal DEI,” which implies that
19 legal DEI is also included.

20 21 **Health Resources and Services Administration Grant**

22 23. Health Resources and Services Administration (HRSA), a subdivision of HHS,
23 awarded the LA LGBT Center grant number H76HA00158-34-00 (“Ryan White Part C Grant”).
24 This grant is for three years from 01/01/2025 through 12/31/2027. The Ryan White Part C grant
25 specifically funds early intervention services, primary health care, and support services in
26 outpatient settings for people with HIV/AIDS. The total federal award to the LA LGBT Center is
27

1 \$ 2,366,502.

2 24. On 05/08/25, the LA LGBT Center was provided its annual Notice of Award
3 (NOA) for this grant, attached as **Exhibit D**. The NOA included new “Grant Specific Terms.” The
4 funding beyond the budget period is contingent upon “a decision that continued funding is in the
5 best interest of the Federal government.” The new terms also state that “continued support for this
6 award may be subject to other programmatic considerations to the extent permitted by law,
7 including, but not limited to, Administration priorities and court orders.” And finally, the new
8 terms demand that “should additional federal funds not be available and/or shifting priorities affect
9 the programmatic objectives of this award, the recipient will work with HRSA to revise any
10 workplan tasks and budget.”

11 25. Of additional concern is the new HHS Grants Policy Statement, attached as **Exhibit**
12 **E**, which has an effective date of 04/16/2025 and claims to apply to new NOAs, like the one we
13 just received for this grant. The HHS Grants Policy Statement claims that “By accepting the grant
14 award, recipients are certifying that: (i) They do not, and will not during the term of this financial
15 assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory
16 equity ideology in violations of Federal anti-discrimination laws.” The policy statement
17 immediately follows with, “HHS reserves the right to terminate financial assistance awards and
18 claw back all funds if the recipients, during the term of this award, operate any program in violation
19 of Federal anti-discriminatory laws.”

20 26. The LA LGBT Center does not operate any programs that violate Federal anti-
21 discrimination laws, so we believe that we can honestly certify, by drawing down funds on this
22 grant, that we are complying with the civil rights assurance. However, we fear that the government
23 might interpret the LA LGBT Center’s DEI programming, which operates during the same term
24 as this award but is not funded by HHS, as violating this policy. We are worried about the impact
25 on our non-federally funded speech. This fear is legitimate given the number of terminated
26 programs, threatening letters, guidance, and public statements by this administration, which
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1 indicate that it believes most or all DEI is illegal, even when that is not the case. The LA LGBT
2 Center is not sure if we should cancel non-federally funded DEI work or censor how we discuss
3 diversity.

4 27. Our Family Violence Prevention and Services Grant, *see below*, is subject to the
5 same new HHS Grants Policy Statement, which is of equal concern to the LA LGBTQ Center.
6

7 **Family Violence Prevention and Services Grant**

8 28. The Office of Family Violence Prevention and Services (OFVPS), a subdivision of
9 HHS, awarded the LA LGBT Center grant number 90EV0535-04-01 (“Institute on Intimate
10 Partner Violence Grant”). This grant began on 09/30/2021 and currently continues through
11 09/29/2026. The total federal award to the LA LGBT Center is \$2,300,000. This grant is a
12 byproduct of the Family Violence Prevention and Services Act (FVPSA).

13 29. The intent of the Family Violence Prevention and Services LGBTQ Institute on
14 Intimate Partner Violence grant program is to expand the capacity of individuals, organizations,
15 governmental agencies, local communities, tribes, and tribal organizations to identify and respond
16 to the unique and emerging needs of LGBTQ intimate partner violence survivors. The LA LGBT
17 Center engages in training and technical assistance, public awareness, research and knowledge
18 development, and policy development and systems engagement to enhance national, state, and
19 local efforts to prevent and address LGBTQ intimate partner violence. We also participate in
20 ongoing coordination and collaboration with the FVPSA-funded resource centers in the Domestic
21 Violence Resource Network (DVRN), a network of training and technical assistance organizations
22 that coordinates training and technical assistance efforts to improve domestic violence and dating
23 violence prevention and interventions programs nationwide.

24 30. As a result of the Executive Orders, the LA LGBT Center has seen organizational
25 Domestic Violence and Sexual Assault providers, including partner organizations, remove
26 information related to LGBTQ+ people from publicly available materials and websites. Further,
27

1 we have seen a sharp reduction in training attendance since the Executive Orders and have been
2 told by multiple organizations that staff are afraid to attend events supporting LGBTQ+ survivors.
3 The Institute has heard from multiple FVPSA-funded agencies across the field that they have been
4 encouraged by grant administrators to take down any mentions of LGBTQ+ communities from
5 their websites and materials or they may risk losing their funding. This has left the Institute in a
6 precarious position, where it is unclear if simply including their name or mentioning the
7 communities they serve, particularly transgender survivors, may result in funding termination. The
8 LA LGBT Center attempted to get clarity on this by reaching out to the OFVPS on March 25th,
9 2025, and April 3, 2025, to ask what language or terminology would result in termination, but we
10 have not received a response. This has severely limited the Institute's ability to develop and deliver
11 training deliverables, including the design and implementation of a national LGBTQ+ study on
12 intimate partner violence, training curriculum on best practices for supporting LGBTQ+ survivors,
13 and case studies documenting best practice examples of providing culturally responsive services
14 to LGBTQ+ survivors.

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

3 Dated: May 16, 2025

Respectfully submitted,

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6 Joe Hollendonner
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Appendix A

Agency	Grant	Date	Agency Action
HHS - NIH	1R01DA061345-01	3/20/25	Terminated
HHS - NIH	4R00DA055508-03	3/21/25	Terminated
HHS - CDC	75D30123D15973	4/22/25	Terminated
DOJ - OVW	15JOVW23GK05467MUMU		Censored
DOJ - OVW	ABA grants	4/10/25	Terminated
HHS - HRSA	H76HA00158-34-01		Threats to Funding
HHS - FVPS	90EV0535-04-01		Censored

University of Washington Research Subaward Agreement			
Prime Recipient UNIVERSITY OF WASHINGTON (UW)		Subrecipient: Los Angeles LGBT Center	
UW Principal Investigator (PI): Julie Dombrowski		Subrecipient Principal Investigator (PI): Bob Bolan	
Award No: 75D30123D15973 75D30124F00002	FAIN: N/A	Awarding Agency: Centers for Disease Control and Prevention (CDC)	
Federal Award Date: 9/23/2024		Assistance Listing No and Program Title: N/A	
Project Title: Doxycycline Post-Exposure Prophylaxis Implementation Study		Subaward No. UWSC16407	BPO #
Subaward Period of Performance: Start: 9/30/2024 End: 4/22/2025		Amount Funded This Action: \$210,751	Subject to FFATA <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Estimated Project Period (if incrementally funded): Start: 9/30/2024 End: 4/22/2025		Incrementally Estimated Total: \$1,127,455	Is this Award R&D? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

TERMS AND CONDITIONS

The University of Washington, an institution of higher education and an agency of the State of Washington having its principal campus located in Seattle, Washington, hereby awards a cost reimbursable subaward, as described above, to the above-identified subrecipient. NOW, THEREFORE, in consideration of the foregoing and the terms and conditions contained in this agreement ("Subaward Agreement"), UW and Subrecipient do hereby agree as follows:

1) STATEMENT OF WORK, BUDGET AND PRIME AWARD. The statement of work ("Statement of Work") and budget ("Budget") for this Subaward Agreement are hereby incorporated as Attachment 5. This Subaward Agreement is subject to the terms and conditions of the Prime Award identified above and included herein as Attachment 1.

2) INVOICING AND PAYMENT. UW shall reimburse Subrecipient not more often than monthly but not less than quarterly for actual allowable costs incurred for the performance of the Statement of Work, and in accordance with the Budget incorporated as Attachment 5, provided that:

- a) The total of such costs does not exceed the estimated cost as set forth in Attachment 5 herein;
- b) Such costs were allowable by terms of this Subaward Agreement;
- c) Such costs are incurred in accordance with Subrecipient's established policies and procedures; and
- d) Subrecipient adheres to the following cost principles, as applicable: (i) 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (ii) for hospitals, 45 CFR 74, Appendix E; or (iii) Subrecipient's established policies and procedures.

All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing) listed by budget category, subaward number, purchase order number, and certification as to truth and accuracy of invoice. A final statement of cumulative costs incurred (including cost share) listed by budget category and marked "FINAL" must be submitted NOT LATER THAN sixty (60) days after subaward end date. No invoices submitted after sixty (60) days from the end of the subaward shall be paid. The final statement of costs shall constitute Subrecipient's final financial report.

Invoices will be submitted to uwashington@ghxinvoicing.com. Neither the University's General Terms and Conditions for vendors, nor the Federal Flowdown Terms and Conditions (for Federal Grant Funded Purchases) found at <https://finance.uw.edu/ps/suppliers/terms-conditions> apply to subawards.

Questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact as indicated in Attachment 3A.

All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient. UW reserves the right to reject an invoice that is not consistent with the terms of this Subaward Agreement.

3) NOTIFICATION. Any request for negotiation of changes in the terms, conditions, or amounts in this Subaward agreement and any matters requiring UW's prior approval shall be directed to the appropriate party's Administrative Contact in Attachments 3A and 3B. Any such changes made to this Subaward Agreement require the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.

4) REPORTS. Reporting requirements shall be fulfilled in accordance with Attachment 4.

5) PUBLICATIONS. Subrecipient agrees that all publications that result from work under this Subaward Agreement shall acknowledge that the project was supported by Awarding Agency and reference the Award No. above.

6) INVENTIONS. Consistent with U.S. Public Law 96-517, as amended by U.S. Public Law 98-620, title to any invention made or conceived solely by Subrecipient in performing work under this Subaward Agreement shall vest in the Subrecipient ("Subrecipient Invention"). Inventions made or conceived solely by UW shall be owned by UW. Inventions made or conceived jointly by UW and Subrecipient shall be owned by UW and Subrecipient in accordance with U.S. patent and other applicable U.S. laws. Subrecipient shall promptly notify UW PI (as shown in Attachment 3A) in writing of any such Subrecipient inventions. Subrecipient hereby grants to UW a royalty-free, non-exclusive license for internal research and educational purposes to any such Subrecipient invention.

7) TERMINATION. Either party may terminate this Subaward Agreement upon thirty (30) days' written notice to the other party's Administrative and Authorized Contact as set forth in Attachments 3A and 3B. Upon receipt of such notice of termination, Subrecipient shall use reasonable efforts to limit or terminate any outstanding financial commitments related to the work to be performed under this Subaward Agreement. UW shall reimburse Subrecipient for all reasonable costs incurred by Subrecipient under this Subaward Agreement through the date of termination which are allowable in accordance with all applicable laws, regulations, terms and conditions, including without limitation, all reasonable and necessary non-cancellable financial obligations incurred by Subrecipient to carry out its work under this Subaward Agreement.

8) USE OF NAME. Neither party shall use the name of the other party, or the name of any faculty member, employee, or student of the other party, in connection with any product, service, promotion, news release, or other publicity without the prior written permission of the other party and in the case of an individual, the prior written permission of that individual. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement 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.

9) NOTICE OF DISPUTE, NEGOTIATION AND MEDIATION. Prior to commencing any legal action, the parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Subaward Agreement. Either party may initiate such negotiations by providing written notice to the other party specifying that this provision of this Subaward Agreement is being utilized and setting forth the subject of the dispute and the relief requested. The party receiving such notice will respond in writing within ten (10) business days with a statement of its position on and recommended solution to the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority shall meet at a mutually agreeable time and place within ten (10) business days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt in good faith to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to a mutually agreeable and recognized nonbinding mediation service prior to initiating legal action. The costs of the mediation service shall be shared equally by the parties.

10) DEBARMENT. Subrecipient certifies that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal programs. In connection with the performance of their respective obligations under this Agreement, the parties shall not knowingly employ or contract with, whether or not for compensation, any individual, or entity currently listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal programs.

11) NONDISCRIMINATION. Subrecipient shall not engage in any unlawful discrimination nor will it discriminate against any person because of race, color, religion, national origin, age, handicap, status as a Vietnam era or disabled veteran, sex, or sexual orientation with respect to their employment, personnel, or patient care policies and practices as those matters may relate to the performance of the parties' respective obligations under this Subaward Agreement.

To the extent required by law or regulation, the Subrecipient and their contractors, subcontractors, and subrecipients shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors, subcontractors, and subrecipients take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

12) ANTI-TERRORIST COMPLIANCE. Subrecipient hereby certifies that all funds, including sub-awards by it to lower-tier subrecipients, will be used in compliance with all applicable United States anti-terrorist financing and asset control laws, regulations, rules and executive orders.

13) CONFORMATION TO APPLICABLE LAWS AND PROFESSIONAL STANDARDS. Subrecipient certifies that Subrecipient and those persons participating in the conduct of the Statement of Work under this Subaward Agreement will conform to and obey all applicable laws, ordinances, rules, regulations, requirements and orders of all municipal, county, state or federal authorities or agencies and all professional standards applicable to the conduct of the research under this Subaward Agreement.

14) QUALIFICATIONS, LICENSES, PERMITS. Upon request by UW, Subrecipient shall provide UW evidence of any licenses, permits, certifications or accreditations required to conduct the Statement of Work under this Subaward Agreement.

15) LEGAL COMPLIANCE. The parties intend this Subaward Agreement to comply with all applicable laws, regulations and requirements. The parties further agree this Subaward Agreement shall be applied and interpreted in a manner consistent with full compliance with all such laws, regulations and requirements. If at any time either party has reasonable grounds to believe that this Subaward Agreement, or the work to be performed under it, may not conform to the then-current requirements or interpretations relevant to such matters, both parties agree that they will promptly negotiate in good faith for the purposes of bringing this Subaward Agreement into full compliance with such then-current requirements and interpretations.

16) EXPORT CONTROLS. It is understood that the parties are subject to United States laws and regulations controlling the export of technical data and information, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including without limitation the Arms Export Control Act, as amended, and the Export Administration Act of 1979) ("Export-Controlled Materials"). The transfer of any such technology and items and the entering into and provision of such transactions and services that are subject to restrictions may require a license or authorization from the cognizant agency of the United States Government, and/or may require written assurances by the receiving party that it shall not re-export such technology and items to certain foreign destinations and/or to certain recipients without prior approval of the cognizant government agency, and/or may require that the involved individuals and entities will comply with conditions on Transactions and Services. While each party agrees to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement, neither party can guarantee or make assurances that such licenses can or will be granted. Each party agrees that it will not provide or make accessible to the other party any Export-Controlled Materials without first notifying the receiving party in writing of the existence and nature of the Export-Controlled Materials and obtaining the prior written agreement of the receiving party, through a duly-authorized representative, for the receiving party to receive such Export-Controlled Materials. All Export-Controlled Materials shall be conspicuously labeled "Export Controlled" together with any applicable Export Control Classification Number.

17) AUDIT AND ACCESS TO RECORDS. If Subaward is subject to 2 C.F.R. §200, Subrecipient certifies by signing this Subaward Agreement that they comply with the Uniform Guidance, will provide notice of any adverse findings which impact this subaward as required by parts 200.501- 200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

In the event Subaward or Subrecipient is not subject to 2 C.F.R. § 200, UW may require Subrecipient to provide UW with Subrecipient's most recent audit report or statement on compliance and on internal controls prepared by an independent

accountant or public auditing firms. In certain cases, Subrecipient may be required to arrange for a limited scope audit verifying Subrecipient's compliance with the requirements for this Subaward Agreement.

In any event, the Subrecipient shall maintain acceptable financial management systems during the term of this Subaward Agreement. Such systems shall include:

- a) accurate, current and complete disclosure of the financial activity of this Subaward Agreement;
- b) records that identify the source and application of the UW's funds paid;
- c) effective control over and accountability for all funds, property and other assets;
- d) comparison of actual outlays with budgeted amounts;
- e) consistency with the applicable federal administrative requirements and cost principles, if applicable; and
- f) accounting records supported by source documentation.

Subrecipient agrees that the UW shall, until the expiration of three (3) years after final payment under this Subaward Agreement, have access to and right to examine all aspects of the Statement of Work undertaken under this Subaward Agreement, and all books, records, and documents of any kind pertaining to the Subaward Agreement, including any directly pertinent records involving transactions related to this Subaward Agreement for the purpose of making audits, examinations, excerpts and transcriptions, if applicable. It is understood that, unless agreed to in writing by Subrecipient, such examination shall be made during Subrecipient's regularly established business hours. Records related to any audit initiated prior to the expiration of the three-year period shall be retained until the audit findings involving the records have been resolved.

Failure to comply with the terms of this Audit and Access to Records section may lead to termination of this Subaward Agreement.

18) NO PARTNERSHIP/JOINT VENTURE. The relationship of the parties under this Subaward Agreement is that of independent contractors and they are not agents, employees, partners or joint ventures of one another. No party has the authority to bind any other party in contract or to incur any debts or obligations on behalf of any other party, and no party (including the UW PI and Subrecipient PI) shall take any action that attempts or purports to bind any other party in contract or to incur any debts or obligations on behalf of any other party, without the affected party's prior written approval.

19) ENTIRE AGREEMENT AND ORDER OF PRECEDENCE. This Subaward Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein. This Subaward Agreement consists of the following documents which are hereby incorporated by reference:

- a) **UW Research Subaward Agreement**
- b) **Attachment 1: Prime Award Terms and Conditions**
- c) **Attachment 2: Special Terms & Conditions**
- d) **Attachment 3A: Prime Recipient Contacts**
- e) **Attachment 3B: Subrecipient Contacts**
- f) **Attachment 4: Reporting Requirements**
- g) **Attachment 5: Statement of Work and Budget**

In the event of any conflict between the terms and conditions set forth in this Subaward Agreement and the Attachments, the parties agree that the terms and conditions included in Attachment 1: "Prime Award Terms and Conditions" shall take precedence.

20) AMENDMENT. This Subaward Agreement may only be modified by a subsequent written agreement executed by the duly-authorized representatives of the parties. The UW PI and Subrecipient PI shall have no authority to amend this Subaward Agreement or to waive any right or obligation arising hereunder.

21) SEVERABILITY. If any provision of this Subaward Agreement or of any other agreement, document or writing pursuant to or in connection with this Subaward Agreement, shall be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of said agreement, provided that the remaining provisions continue to effect the purposes of this Subaward Agreement.

22) WAIVER. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Subaward Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of

this Subaward Agreement or to exercise any right or privilege hereunder will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

23) FORCE MAJEURE. Nonperformance by a party, other than payment of any amounts due hereunder, shall not operate as a default under or breach of the terms of this Agreement to the extent and for so long any such nonperformance is due to: strikes or other labor disputes; prevention or prohibition by law; the loss or injury to products in transit; an Act of God; or war or other cause beyond the control of such party.

24) ASSIGNMENT AND SUCCESSORS IN INTEREST. Except as otherwise provided herein, no party may assign, subcontract, or delegate any right or obligation under this Subaward Agreement, in whole or in part, without the express prior written consent of the other party. This Subaward Agreement shall inure to the benefit of and be binding upon each party's successors and assigns.

25) COUNTERPARTS. This Subaward Agreement may be executed in any number of counterparts or, if mutually agreeable to the undersigned authorized signatories for the parties, through the exchange by facsimile or other electronic means of duly-signed duplicates hereof, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the duly-authorized representatives of the parties have entered into this Subaward Agreement as of the date of the last signature of UW and Subrecipient below.

University of Washington

Los Angeles LGBT Center

By:_____

By:_____

Print Name:_____

Print Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

Attachment 1
UW Research Subaward Agreement
Prime Award Terms and Conditions

The Prime Award Terms and Conditions contained in this Attachment are modified to the extent where applicable as follows:

- "Contract" shall mean "Subaward Agreement";
- "Contractor" shall mean "Subrecipient";
- "CDC" and "Government" shall mean University of Washington

This Agreement is subject to the following terms and conditions:

TASK ORDER Terms and Conditions

Section A – {RESERVED}

Section B – {RESERVED}

Section C

SECTION 1-4 – {RESERVED}

SECTION 5 – GOVERNMENT FURNISHED PROPERTY

The contractor shall furnish all necessary personnel, facilities, supplies and equipment, as appropriate, to accomplish the tasks in this request for task order proposal (RFTOP).

SECTION 6 – PLACE OF PERFORMANCE AND CONTRACT SUPPORT HOURS

SUBSECTION A – PLACE OF PERFORMANCE

The contractor shall conduct the work in this task order entirely at their own facilities.

SECTION 7 – TRAVEL

Travel will be in accordance with / and not to exceed the Federal Travel Regulation rates. Travel costs need to be approved in advance by the COR. The contractor shall be required to provide their travel policy to the Government for review.

Travel does include conferences. **{RESERVED}** If the need for conference travel occurs, the contract will be modified to separately add funding.

SECTION 8-9 – {RESERVED}

SECTION 10 – ADDITIONAL REQUIREMENTS

Section 508 Compliance

Electronic and Information Technology Accessibility

(a) Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Standards (36 CFR part 1194), require that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data

that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

(b) Accordingly, any offeror responding to this solicitation must comply with established HHS EIT accessibility standards. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of the Section 508 Final Provisions can be accessed at <http://www.access-board.gov/sec508/standards.htm>.

(c) The Section 508 accessibility standards applicable to this contract are: 1194.

205 WCAG 2.0 Level A & AA Success Criteria

302 Functional Performance Criteria

502 Inoperability with Assistive Technology

504 Authoring Tools

602 Support Documentation

603 Support Services

In order to facilitate the Government's determination whether proposed EIT supplies meet applicable Section 508 accessibility standards, offerors must submit an HHS Section 508 Product Assessment Template, in accordance with its completion instructions. The purpose of the template is to assist HHS acquisition and program officials in determining whether proposed EIT supplies conform to applicable Section 508 accessibility standards. The template allows offerors or developers to self-evaluate their supplies and documentation detail - whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the HHS Section 508 Evaluation Template are available under Section 508 policy on the HHS Web site <http://hhs.gov/web/508>.

In order to facilitate the Government's determination whether proposed EIT services meet applicable Section 508 accessibility standards, offerors must provide enough information to assist the Government in determining that the EIT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.

(d) Respondents to this solicitation must identify any exception to Section 508 requirements. If a offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies or services delivered do not conform to the accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

(e) Electronic content must be accessible to HHS acceptance criteria. Checklist for various formats are available at <http://508.hhs.gov/>, or from the Section 508 Coordinator listed at <https://www.hhs.gov/web/section-508/additional-resources/section-508-contacts/index.html>. Materials that are final items for delivery should be accompanied by the appropriate checklist, except upon approval of the Contracting Officer or Representative.

CONTRACT CLAUSES

The following FAR and DFARS clause citations, where applicable by their terms, are incorporated herein by reference as if set forth in full text. Full text of a clause may be accessed electronically as follows: FAR Clauses at <https://www.acquisition.gov/far/> , DFAR Clauses at <http://www.hhs.gov/policies/hhsar/subpart352.html>.

If any of the clauses are not applicable by their terms they shall be self-deleting unless an alternate applies, in which case the appropriate alternate shall replace the clause. Whenever said clauses include a requirement for the resolution of disputes between the parties in accordance with the "Disputes" clause, the dispute shall be disposed of in accordance with the clause entitled "Notice of Dispute, Negotiation and Mediation" included in the Subaward Agreement. In cases of conflict or inconsistency between the provisions listed in the clause citations below and the paragraphs set forth elsewhere in this Subaward Agreement, the clause citation shall take precedence. Where necessary to derive proper meaning in a subcontract situation from these clauses, "Contractor" means "Subcontractor," "Contracting Officer" means "University of Washington," "Contract" means this Subaward Agreement and "Government" means "University of Washington." However, the words "Government" and "Contracting Officer" do not change: (1) When a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or his/her duly authorized representative, (2) when title to property is to be transferred directly to the Government, and (3) in FAR 52.227-14.

{RESERVED}

FAR 52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)

(a) Definitions. As used in this clause—

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

- (c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

FAR 52.227-14 Rights in Data-General (May 2014)

- (a) Definitions. As used in this clause - Computer database or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software. Computer software-

(1) Means (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and (ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Form, fit, and function data means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

Limited rights means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

Limited rights data means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

Restricted computer software means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

Restricted rights, as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

Technical data means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes

recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

Unlimited rights means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights. (1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright- (1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and

display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to

be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a

condition to this withholding, the Contractor shall- (i) Identify the data being withheld; and (ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

{RESERVED}

HHSAR 352.211-3 Paperwork Reduction Act (Dec 2015)

(a) This contract involves a requirement to collect or record information calling either for answers to identical questions from 10 or more persons other than Federal employees, or information from Federal employees which is outside the scope of their employment, for use by the Federal government or disclosure to third parties; therefore, the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.) shall apply to this contract. No plan, questionnaire, interview guide or other similar device for collecting information (whether repetitive or single time) may be used without the Office of Management and Budget (OMB) first providing clearance. Contractors and the Contracting Officer's Representative shall be guided by the provisions of 5 CFR part 1320, Controlling Paperwork Burdens on the Public, and seek the advice of the HHS operating division or Office of the Secretary Reports Clearance Officer to determine the procedures for acquiring OMB clearance.

(b) The Contractor shall not expend any funds or begin any data collection until the Contracting Officer provides the Contractor with written notification authorizing the expenditure of funds and the collection of data. The Contractor shall allow at least 120 days for OMB clearance. The Contracting Officer will consider excessive delays caused by the Government which arise out of causes beyond the control and without the fault or negligence of the Contractor in accordance with the Excusable Delays or Default clause of this contract.

(End of clause)

HHSAR 352.237-75 Key Personnel (Dec 2015)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key

personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of Clause)

CDCA_H009 Key Personnel (Jan 2021)

The key personnel cited below are considered essential to the work performed under the contract. Pursuant to the terms of HHSAR Clause 352.237-75, Key Personnel, the Contractor shall not replace or divert any of these individuals without the written consent of the Contracting Officer.

Personnel	Title	Entity
{RESERVED}		
Robert Bolan, MD	LA Site PI	Los Angeles LGBT Center
{RESERVED}		

{RESERVED}

CDC0_H049 Non-Disclosure Agreement for Contractor and Contractor Employees (Jun 2020)

(a) The contractor and contractor employees shall prepare and submit Non-Disclosure Agreements (NDA) to the Contracting Officer prior to access of government information or the commencement of work at CDC.

(b) The NDAs, at Exhibit I and II, are required in service contracts where contractor's employees will have access to non-public and procurement-sensitive information while performing functions in support of the Government. The NDA also requires contractor's employees properly identify themselves as employees of a contractor when communicating or interacting with CDC employees, employees of other governmental entities, and members of the public (when communication or interaction relates to the contractor's work with the CDC). The Federal Acquisition Regulation (FAR) 37.114

(c), states "All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public or Congress that they are Government officials, unless, in the judgment of the agency, no harm can come from failing to identify themselves. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed." (c) The contractor shall inform contractor employees of the identification requirements by which they must abide and monitor employee compliance with the identification requirements.

(d) During the contract performance period, the contractor is responsible to ensure that all additional or replacement contractors' employees sign an NDA and it is submitted to the Contracting Officer prior to commencement of their work with the CDC.

(e) Contractor employees in designated positions or functions that have not signed the appropriate NDA shall not have access to any non-public, procurement sensitive information or participate in government meetings where sensitive information may be discussed.

(f) The Contractor shall prepare and maintain a current list of employees working under NDAs and submit to the Contracting Officer upon request during the contract period of performance. The list shall at a minimum include: contract number, employee's name, position, date of hire and NDA requirement.

EXHIBIT ICenters for Disease Control and Prevention (CDC)
Contractor Non-Disclosure Agreement**I. Non-public Information**

[Name of contractor] understands that in order to fulfill the responsibilities pursuant to **[contract name and number]** between the Centers for Disease Control and Prevention and **[Name of CDC contractor]** dated **[date]**, employees of **[contractor]** will have access to non-public information, including confidential and privileged information contained in government-owned information technology systems. For purposes of this agreement, confidential information means government information that is not or will not be generally available to the public. Privileged information means information which cannot be disclosed without the prior written consent of the CDC.

In order to properly safeguard non-public information, **[contractor]** agrees to ensure that prior to being granted access to government information or the commencement of work for the CDC, whichever is applicable, all contractor employees will sign a Non-Disclosure Agreement (NDA) provided by the CDC prior to beginning work for the CDC. Contractor agrees to submit to the Contracting Officer the original signed copies of NDAs signed by the contractor's employees in accordance with the instructions provided by the Contracting Officer. Failure to provide signed NDAs in accordance with this agreement and instructions provided by the Contracting Officer could delay or prevent the employee from commencing or continuing work at the CDC until such agreement is signed and returned to the Contracting Officer.

Contractor further agrees that it will not cause or encourage any employee to disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual other than an authorized Government employee any non-public information that the employee may obtain in connection with the performance of the employee's responsibilities to the CDC.

II. Procurement-Sensitive Information

Contractor further agrees that it will not cause or encourage any employee to disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual, other than an authorized Government employee, any procurement-sensitive information gained while in connection with fulfilling the employee's responsibilities at the CDC. For purposes of this agreement, procurement-sensitive information includes, but is not limited to, all information in Statements of Work (SOW), Procurement Requests (PR), and Requests for Proposal (RFP); Responses to RFPs, including proposals, questions from potential offerors; non-public information regarding procurements; all documents, conversations, discussions, data, correspondence, electronic mail (e-mail), presentations, or any other written or verbal communications relating to, concerning, or affecting proposed or pending solicitations or awards; procurement data; contract information plans; strategies; source selection information and documentation; offerors' identities; technical and cost data; the identity of government personnel involved in the solicitation; the schedule of key technical and procurement events in the award determination process; and any other information that may provide an unfair competitive advantage to a contractor or potential contractor if improperly disclosed to them, or any of their employees.

Contractor understands and agrees that employee access to any procurement-sensitive information may create a conflict of interest which will preclude contractor from becoming a competitor for any acquisition(s) resulting from this information. Therefore, if an employee participates in any discussions relating to procurement-sensitive information, assists in developing any procurement-sensitive information, or otherwise obtains any procurementsensitive information while performing duties at the CDC, contractor understands and agrees that contractor may be excluded from competing for any acquisition(s) resulting from this information.

III. Identification of Non-Government Employees

Contractor understands that its employees are not agents of the Government. Therefore, unless otherwise directed in writing by the CDC, contractor agrees to assist and monitor employee compliance with the following identification procedures:

- A.** At the beginning of interactions with CDC employees, employees of other governmental entities, and members of the public (when such communication or interaction relates to the contractor's work with the CDC), contractors' employees will identify themselves as an employee of a contractor.
- B.** Contractors' employees will include the following disclosures in all written communications, including outgoing electronic mail (e-mail) messages, in connection with contractual duties to the CDC:
 - Employee's name*
 - Name of contractor*
 - Center or office affiliation*
 - Centers for Disease Control and Prevention*
- C.** At the beginning of telephone conversations or conference calls, contractors' employees will identify themselves as an employee of a contractor.
- D.** Contractors' employees should not wear any CDC logo on clothing, except for a CDC issued security badge while carrying out work for CDC or on CDC premises. The only other exception is when a CDC management official has granted permission to use the CDC logo.
- E.** Contractors' employees will program CDC voice mail message to identify themselves as an employee of a contractor.

I understand that federal laws including, 18 U.S.C. 641 and 18 U.S.C. 2071, provide criminal penalties for, among other things, unlawfully removing, destroying or converting to personal use, or use of another, any public records. Contractor acknowledges that contractor has read and fully understands this agreement.

Name of contractor: _____

Signature of Authorized Representative of Contractor: _____

Date: _____

Copies retained by: Contracting Officer and contractor

EXHIBIT II**Centers for Disease Control and Prevention (CDC)
Contractors' Employee Non-Disclosure Agreement****I. Non-Public Information**

I understand that in order to fulfill my responsibilities as an employee of **[Name of CDC contractor]**, I will have access to non-public information, including confidential and privileged information contained in government-owned information technology systems. For purposes of this agreement, confidential information means government information that is not or will not be generally available to the public. Privileged information means information which cannot be disclosed without the prior written consent of the CDC.

I, **[Name of Employee]**, agree to use non-public information only in performance of my responsibilities to the CDC. I agree further that I will not disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual other than an authorized Government employee, any non-public information that I may obtain in connection with the performance of my responsibilities to the CDC.

II. Procurement-Sensitive Information

I further agree that unless I have prior written permission from the CDC, I will not disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual other than an authorized Government employee, any procurement-sensitive information gained in connection with the performance of my responsibilities to the CDC. I specifically agree not to disclose any non-public, procurement-sensitive information to employees of my company or any other organization unless so authorized in writing by the CDC. For purposes of this agreement, procurement-sensitive information includes, but is not limited to, all information in Statements of Work (SOW), Procurement Requests (PR), and Requests for Proposal (RFP); Responses to RFPs, including proposals, questions from potential offerors; non-public information regarding procurements; all documents, conversations, discussions, data, correspondence, electronic mail (e-mail), presentations, or any other written or verbal communications relating to, concerning, or affecting proposed or pending solicitations or awards; procurement data; contract information plans; strategies; source selection information and documentation; offerors' identities; technical and cost data; the identity of government personnel involved in the acquisition; the schedule of key technical and procurement events in the award determination process; and any other information that may provide an unfair competitive advantage to a contractor or potential contractor if improperly disclosed to them, or any of their employees.

I understand and agree that my access to any procurement-sensitive information may create a conflict of interest which will preclude me, my current employer, or a future employer from becoming a competitor for any resulting government acquisition derived from this information. Therefore, if I participate in any discussions relating to procurement-sensitive information, assist in developing any procurement-sensitive information, or otherwise obtain any procurement-sensitive information while performing my duties at the CDC, I understand and agree that I, my current employer, and any future employer(s) may be excluded from competing for any resulting acquisitions.

III. Special Non-Disclosure Agreement for Contractors with Access to CDC Grants Management and Procurement-Related Information Technology Systems

In addition to complying with the non-disclosure requirements and safeguards stated above, I understand that my authorization to use CDC's grants management and procurement systems is strictly limited to the access and functions necessary for the performance of my responsibilities to the CDC and which have been approved in advance by the CDC. I understand that I am not authorized to enter procurement requests for any requirements pertaining to contracts or subcontracts held by me or my employer.

IV. Identification as a Non-Government Employee

I understand that as an employee of a government contractor, I represent an independent organization and I am not an agent of the Government. Therefore, I agree that unless I have prior written authorization from the CDC, I will, at the beginning of interactions with CDC employees, employees of other governmental entities, members of the public (when such communication or interaction relates to the contractor's work with the CDC), identify myself as an employee of a contractor. I further agree to use the following identification procedures in connection with my work at the CDC:

- A.** I will include the following disclosures in all written communications, including outgoing electronic mail (email) messages:
 - Employee's name*
 - Name of contractor*
 - Center or office affiliation*
 - Centers for Disease Control and Prevention*
- B.** I will identify myself as an employee of a contractor at the beginning of telephone conversations or conference calls;
- C.** I will not wear any CDC logo on clothing, except for a CDC issued security badge while carrying out work for CDC or on CDC premises; the only other exception is when a CDC management official has granted permission to use the CDC logo.
- D.** I will program my CDC voice mail message to identify myself as a contractors' employee.

I understand that federal laws including, 18 U.S.C. 641 and 18 U.S.C. 2071, provide criminal penalties for, among other things, unlawfully removing, destroying or converting to personal use, or use of another, any public records. I acknowledge that I have read and fully understand this agreement.

Name of contractor: _____

Name of Employee: _____

Signature of Employee: _____

Date: _____

Copies retained by: Contracting Officer, contractor, and Contractor Employeee

FAR 52.204-30 Federal Acquisition Supply Chain Security Act Orders – Prohibition Alt II (Dec 2023)

(a) Definitions. As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

- (1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

- (1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) Prohibition.

(1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

Yes ☒ No ☐ DHS FASCSA order
Yes ☐ No ☒ DoD FASCSA order
Yes ☐ No ☒ DNI FASCSA order

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders identified in paragraph (b)(1) of this clause.

(3) The Government may identify in the request for quotation (RFQ) or in the notice of intent to place an order additional FASCSA orders that are not in SAM, but are effective and apply to the order.

(4) A FASCSA order issued after the date of the RFQ or the notice of intent to place an order applies to this contract only if added by an amendment to the RFQ or in the notice of intent to place an order or added by modification to the order (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)(i) If the contractor wishes to ask for a waiver, the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (b)(5)(i) of this clause to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and may instead make award to an offeror that does not require a waiver.

(c) Notice and reporting requirement.

(1) During contract performance, the Contractor shall review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)

(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract

performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) Removal. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

(End of clause)

Master Agreement Terms and Conditions**Section A – {RESERVED}****Section B – {RESERVED}****Section C – {RESERVED}****Section D – {RESERVED}****Section E –****E.1 52.252-2 – Inspection and Acceptance****Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the address below:

www.acquisition.gov

(End of Clause)

FAR SOURCE	TITLE AND DATE
52.246-1	Contractor Inspection Requirements (Apr 1984)
52.246-4	Inspection of Services - Fixed-Price (Aug 1996)
52.246-6	Inspection-Time-and-Material and Labor-Hour (May 2001)
52.246-16	Responsibility for Supplies (Apr 1984)

Section F – Deliveries or Performance

FAR SOURCE	TITLE AND DATE
52.242-15	Stop-Work Order (Aug 1989)
52.242-17	Government Delay of Work (Apr 1984)

Section G**G1-6 – {RESERVED}****G.7 CDC42.0002 Evaluation of Contractor Performance Utilizing CPARS (Aug 2021)**

In accordance with FAR 42.15, the Centers for Disease Control and Prevention (CDC) will review and evaluate contract performance. FAR 42.1502 and 42.1503 requires agencies to prepare evaluations of contractor performance and submit them to the Contractor Performance Assessment Reporting System (CPARS). The CDC utilizes this web-based system to prepare and report contractor performance evaluations. All information contained in these assessments may be used by the Government, within the limitations of FAR 42.15, for future source selections in accordance with FAR 15.304 where past performance is an evaluation factor.

The CPARS system requires a contractor representative to be assigned so that the contractor has appropriate input into the performance evaluation process. The CPARS contractor representative will be given access to CPARS and will be given the opportunity to concur or not-concur with performance

evaluations before the evaluations are complete. The CPARS contractor representative will also have the opportunity to add comments to performance evaluations.

The assessment is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedures described in the guides on the CPARS website. Refer to: www.cpars.gov for details and additional information related to CPARS, CPARS user access, how contract performance assessments are conducted, and how Contractors participate. Access and training for all persons responsible for the preparation and review of performance assessments is also available at the CPARS website.

The contractor must provide the CDC contracting office with the name, e-mail address, and phone number of their designated CPARS representative who will be responsible for logging into CPARS and reviewing and commenting on performance evaluations. The contractor must maintain a current representative to serve as the contractor representative in CPARS. It is the contractor's responsibility to notify the CDC contracting office, in writing (letter or email), when their CPARS representative information needs to be changed or updated. Failure to maintain current CPARS contractor representative information will result in the loss of an opportunity to review and comment on performance evaluations.

G.8 Telework by Contractor (Dec 2008)

Telework is the movement of contract performance from a CDC facility to a Teleworker's residence or alternate work site. The Contractor's organizational decision to participate in telework is voluntary, and telework shall not increase the contract price. After contract award, telework arrangements shall be mutually agreed to in advance by the Contractor, the Contracting Officer, and the Project Officer. The Contractor shall submit written telework requests to the Contracting Officer in accordance with instructions provided by the Contracting Officer. The Contractor shall ensure the continuity of performance by Teleworkers and the monitoring of Teleworkers' time. CDC staff do not supervise contractor employees and do not approve or monitor contractor employees telework. Only the Contracting Officer has authority to approve telework arrangements on behalf of CDC.

Teleworkers shall use Government-Furnished Equipment (GFE) that has been properly configured for security by CDC's Information Technology Services Office (ITSO). The Government's inability to provide GFE for telework shall preclude the use of telework but shall not constitute an excusable delay. The Government shall provide maintenance and technical support for GFE used by Teleworkers. A Teleworker's use of GFE and government information shall be for contractual performance only, and shall be protected from unauthorized access, disclosure, sharing, transmission, or loss. Teleworkers shall comply with CDC Policy No. CDCGA-2005-02, "Use of CDC Information Technology Resources" (see <http://aops-masiis.cdc.gov/Policy/officialPolicy.aspx?plD=90>).

All GFE used for telework shall be removed from and returned to CDC facilities in accordance with CDC Policy CDC-MM-2005-01 "Controls for Government Property and Guidance on Removing Government Property from CDC Facilities" (see <http://aops-mas-iis.cdc.gov/Policy/officialPolicy.aspx?plD=480>). Prior to removing GFE from CDC facilities, Teleworkers shall obtain written approval from the CDC Property Custodian. Teleworkers shall return all GFE to the CDC Property Custodian when he/she separates from the Contract or ceases to telework. Teleworkers shall exercise due care in transporting and storing non-public information, to ensure it is safeguarded. Controlled unclassified information – formerly called sensitive but unclassified (SBU) information under CDC Policy No. CDC-IS-2005-02, "Controlled Unclassified Information" (see <http://aops-masiis.cdc.gov/Policy/officialPolicy.aspx?plD=464>) - including personally identifiable information (PII) and Privacy Act information shall be transported and stored only in encrypted form. Nonpublic government information shall not be stored on personally-owned equipment, devices, or storage media. Teleworkers shall comply with additional information security requirements established by CDC's Office of the Chief Information Security Officer (see <https://intranet.cdc.gov/ocio/information-systems-security/index.html>). Teleworkers shall apply approved safeguards to protect government equipment, records, and non-public information from unauthorized access, disclosure, sharing, transmission, or damage, and shall comply with Privacy Act requirements (Privacy Act of 1974, P.L. 93-579, 5 USC 552a). Violation may result in adverse action, fines, and/or criminal prosecution.

For purposes of accelerated implementation of telework, the Contracting Officer may immediately elect to commence teleworking upon concurrence from the Project Officer and Contractor, with submission of the Contractor's supporting telework request and formal contract modification to follow within 30 calendar days. If the Contracting Officer and Project Officer determine that telework has adversely impacted contract performance, the Contracting Officer may immediately suspend telework arrangements upon written notification to the Contractor

Section H – Special Contract Requirements

H.1 HHSAR 352.224-70 Privacy Act (Dec 2015)

This contract requires the Contractor to perform one or more of the following: (a) design; (b) develop; or (c) operate a Federal agency system of records to accomplish an agency function in accordance with the Privacy Act of 1974 (Act) (5 U.S.C. 552a(m)(1)) and applicable agency regulations.

The term system of records means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual. Violations of the Act by the Contractor and/or its employees may result in the imposition of criminal penalties (5 U.S.C. 552a(i)).

The Contractor shall ensure that each of its employees knows the prescribed rules of conduct in 45 CFR part 5b and that each employee is aware that he/she is subject to criminal penalties for violation of the Act to the same extent as Department of Health and Human Services employees. These provisions also apply to all subcontracts the Contractor awards under this contract which require the design, development or operation of the designated system(s) of records (5 U.S.C. 552a(m)(1)). The contract work statement:

- (a) Identifies the system(s) of records and the design, development, or operation work the Contractor is to perform; and
- (b) Specifies the disposition to be made of such records upon completion of contract performance.

(End of clause)

H.1 HHSAR 352.227-70 Publications and Publicity (Dec 2015)

- (a) Unless otherwise specified in this contract, the Government encourages the Contractor to publish the results of its work under this contract. A copy of each article the Contractor submits for publication shall be promptly sent to the Contracting Officer's Technical Representative. The Contractor shall also inform the Contracting Officer's Technical Representative when the article or other publication is published, and furnish a copy of it as finally published.
- (b) Unless authorized by the Contracting Officer's Technical Representative, the Contractor shall not display the HHS logo on any publications.

(End of Clause)

H.3 HHSAR 352.231-70 Salary Rate Limitation (Dec 2015)

- (a) The Contractor shall not use contract funds to pay the direct salary of an individual at a rate in excess of the Federal Executive Schedule Level II in effect on the date the funding was obligated.

(b) For purposes of the salary rate limitation, the terms "direct salary," "salary," and "institutional base salary," have the same meaning and are collectively referred to as "direct salary," in this clause. An individual's direct salary is the annual compensation that the Contractor pays for an individual's direct effort (costs) under the contract. Direct salary excludes any income that an individual may be permitted to earn outside of duties to the Contractor. Direct salary also excludes fringe benefits, overhead, and general and administrative expenses (also referred to as indirect costs or facilities and administrative costs). The salary rate limitation does not restrict the salary that an organization may pay an individual working under a Department of Health and Human Services contract or order; it merely limits the portion of that salary that may be paid with contract funds.

- (c) The salary rate limitation also applies to individuals under subcontracts.

(d) If this is a multiple-year contract or order, it may be subject to unilateral modification by the Contracting Officer to ensure that an individual is not paid at a rate that exceeds the salary rate limitation provision established in the HHS appropriations act used to fund this contract.

(e) See the salaries and wages pay tables on the Office of Personnel Management website for Federal Executive Schedule salary levels.

(End of clause)

H.4 HHSAR 352.237-75 Key Personnel (Dec 2015)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Page 4 of 31 Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of Clause)

H.5 HHSAR 352.239-74 Electronic and Information Technology Accessibility (Dec 2015)

(a) Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) supplies and services developed, acquired, or maintained under this contract or order must comply with the "Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of Section 508 Final Provisions can be accessed at <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards>.

(b) The Section 508 accessibility standards applicable to this contract or order are identified in the Statement of Work or Specification or Performance Work Statement. The contractor must provide any necessary updates to the submitted HHS Product Assessment Template(s) at the end of each contract or order exceeding the simplified acquisition threshold (see FAR 2.101) when the contract or order duration is one year or less. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(c) The Section 508 accessibility standards applicable to this contract are: 1194.

205 WCAG 2.0 Level A & AA Success Criteria

302 Functional Performance Criteria

502 Inoperability with Assistive Technology

503 Applications

504 Authoring Tools

602 Support Documentation

603 Support Services

(d) In the event of a modification(s) to this contract or order, which adds new EIT supplies or services or revises the type of, or specifications for, supplies or services, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found under Section 508 policy on the HHS website:

(<http://www.hhs.gov/web/508>).

If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(e) If this is an Indefinite Delivery contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task/delivery order requests that include EIT supplies or services will define the specifications and accessibility standards for the order. In those cases, the Contractor may be required to provide a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found at <http://www.hhs.gov/web/508>. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense. (End of clause)

H.6 CDCA_H004 Identification of Data (May 1998)

The Contractor shall identify the technical data delivered to the Government as required by this contract with the number of the contract and the name and address of the Contractor or subcontractor that generated the data.

H.7 CDCA_H005 Data Subject to Privacy Act Requirements (Jul 2017)

(a) Notification is hereby given that the Contractor and its employees are subject to criminal penalties for violation of the Privacy Act to the same extent as employees of the Government. The Contractor shall assure that each of its employees knows the prescribed rules of conduct and that each is aware that he or she can be subjected to criminal penalty for violation of the Act.

(b) In accordance with HHSAR Clause 352.224-70, Privacy Act, which has been incorporated into this contract, certain data provided to the Contractor under this contract shall be treated confidentially. The type(s) of data subject to this clause are as follows: Data will be identified at a task order level.

(c) Following are the requirements for handling this data and the disposition to be made of this data upon completion of contract performance: The requirements will be identified at a task order level.

(d) The Contracting Officer's Representative (COR) is hereby designated as the official who is responsible for monitoring contractor compliance with the Privacy Act.: Will be identified at a task order level.

H.8 CDCA_H007 Subcontracting Plan (Jul 1999)

The Contractor's subcontracting plan, as negotiated, submitted in response to Solicitation 75D30122R72168, is hereby incorporated into this contract by reference.

H.9 CDCA_H018 Minimum Required Insurance (Jul 2017)

In accordance with FAR Clause 52.228-5, Insurance, Work on a Government Installation, and the requirements of FAR section 28.307-2, Liability, the Contractor shall furnish a certificate of insurance of the following types and minimum amounts which shall be obtained and maintained during the entire period of performance of this contract:

(a) Workman's Compensation and Employees Liability Insurance - as specified by applicable statute, but not less than \$100,000;

(b) General Liability Insurance - Bodily Injury Liability - \$500,000 per occurrence;

(c) Automobile Liability Insurance - \$200,000 per person, \$500,000 per occurrence bodily injury; \$20,000 per occurrence property damage.

H.10 CDC0_H022 Smoke Free Working Environment (May 2009)

In compliance with Department of Health and Human Services (DHHS) regulations, all contractor personnel performing work within CDC/ATSDR facilities shall observe the CDC/ATSDR smoke-free working environment policy at all times. This policy prohibits smoking in all CDC/ATSDR buildings and in front of buildings which are open to the public. This policy is also applicable to contractor personnel who

do not work full-time within CDC/ATSDR facilities, but are attending meetings within CDC/ATSDR facilities.

H.11 CDCA_H037 Observance of Legal Holidays and Administrative Leave (Government Facilities Performance) (Jul 2021)

(a) Holidays

Government personnel observe the following listed days as holidays:

Washington's Birthday
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Christmas Day
New Year's Day
Columbus Day
Martin Luther King Day

Any other day designated by Federal Statute

Any other day designated by Executive Order

Any other day designated by Presidential proclamation

For purposes of contract performance, the Contractor shall observe the above holidays on the date observed by the Government. Observance of such days shall not be cause for an additional period of performance or entitlement to compensation except as otherwise set forth in the contract. No form of holiday or other premium compensation will be reimbursed; however this does not preclude reimbursement for overtime work authorized in writing by the Contracting Officer.

(b) Unscheduled Facility Closures

In the event Government facilities are closed due to inclement weather, potentially hazardous or unsafe conditions, or other special circumstances, contractor personnel assigned to work within those facilities are automatically dismissed. Notwithstanding the terms herein, the contractor shall comply with any specific contract terms that require a level of ongoing support for critical operations during times of facility closure. The contractor may also continue to provide support under a scheduled telework arrangement in accordance with the terms of the contract if the contract expressly authorizes telework in writing.

(c) Cost Impact

Accounting for costs associated with an unscheduled facility closure is unique to each contract and depends upon a number of factors such as:

- i) Contract type, e.g., Fixed Price, Time and Materials, or Cost Reimbursement.
- ii) Contractor's established management and accounting practices for unproductive time.
- iii) The inclusion and applicability of other contract terms & conditions.
- iv) The ability of the contractor to mitigate costs by reassigning employees to work on other contracts, to work from a different facility, or to work remotely from home in accordance with contract telework provisions.

H.12 CDCA_H040 Government Property (Jul 2017)

(a) Government-Furnished Property (GFP). In accordance with the terms of FAR 52.245-1, Government Property, the Government reserves the right to supply the Contractor, as Government-furnished property, any additional supplies, equipment, and materials determined by the Contracting Officer to be necessary and in the best interest of the Government.

- (b) Contractor-Acquired Property (CAP). The Contractor must receive written consent from the Contracting Officer prior to purchase of any CAP not expressly identified in the contract, and as defined in FAR 52.245-1.
- (c) Accountable and Sensitive Government Property. The Government will provide property labels and other identification for contractor-acquired Government property that is considered Accountable as defined in the HHS Logistics Management Manual (LMM) <https://intranet.hhs.gov/abouthhs/manuals/lmm/index.html> or considered Sensitive as defined in CDC's Sensitive Items List (<http://intranet.cdc.gov/ofr/documents/contracts/Authorized-Prohibited-List.pdf>)
- (d) The contractor shall be responsible for the control and accountable record keeping of any Government property used in the performance of this contract predominately outside the confines of a Government controlled workspace in accordance with the HHS Contracting Guide found on the OSSAM Government Property and Contractors Property intranet page. (<http://intranet.cdc.gov/ossam/property-shipping-receiving/property-management/government-property-contractors/index.html>)
- (e) The Chief of the Office of Safety, Security and Asset Management (OSSAM), Asset Management Services Office, Centers for Disease Control and Prevention (CDC), is hereby designated as the Property Administrator for this contract. The Contractor shall identify each item of equipment furnished by the Government to the Contractor or acquired by the Contractor using contract funds, with a suitable decal, tag, or other marking, as prescribed by the Property Administrator, and shall follow the guidance set forth in the HHS Contracting Guide.

H.13 CDCA_H042 Records Management Obligations (Jun 2020)

A. Applicability

The following applies to all Contractors whose employees create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.

B. Definitions

"Federal record" as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:

1. includes Centers for Disease Control and Prevention (CDC) records.
2. does not include personal materials.
3. applies to records created, received, or maintained by Contractors pursuant to their CDC contract.
4. may include deliverables and documentation associated with deliverables.

C. Requirements

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
4. CDC and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the

legal custody of CDC or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to the Contracting Officer and the Contracting Officer's Representative. The agency must report promptly to NARA in accordance with 36 CFR 1230.

5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to CDC control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the contract. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and CDC guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with CDC policy.

8. The Contractor shall not create or maintain any records containing any non-public CDC information that are not specifically tied to or authorized by the contract.

9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.

10. Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take CDC-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

D. Flowdown of requirements to subcontractors

1. The Contractor shall incorporate the entire substance of the terms and conditions herein, including this paragraph, in all subcontracts under this contract, and must require written subcontractor acknowledgment of same.

2. Violation by a subcontractor of any provision set forth herein will be attributed to the Contractor.

H.14 CDC0_H046 Agency Ombudsman (Feb 2018)

CDC is committed to ensuring fair opportunity for all offerors submitting proposals for competitive task/delivery orders issued against existing Indefinite Delivery Indefinite Quantity contracts in accordance Page 10 of 31 with FAR 16.505. Offerors/Contractors may protest task/delivery order awards of any amount on the grounds that the order increases the scope, period, or maximum value of the contract under which the order was issued. These complaints may be lodged at the agency level or protested with the General Accountability Office (GAO).

Additionally, in accordance with 41 U.S.C. 253(j), protests of task/delivery orders valued in excess of \$10,000,000.00 should be filed directly with the GAO in accordance with FAR 33.104.

In accordance with FAR 16.505(b)(5), CDC has designated an agency Task/Delivery Order Ombudsman who is responsible for reviewing the complaints from contractors on the task/delivery order process. The

Ombudsman's responsibility is to review complaints and ensure that all contractors are afforded a fair opportunity to be considered, consistent with procedures in the contract. The Contract Ombudsman is independent of the contracting office. The process for handling complaints under the Ombudsman is as follows:

- (a) The written complaint must include all the information required for agency protests in FAR 33.103 and must be sent to: Centers for Disease Control and Prevention Attn: Sherry Smallwood, Agency Ombudsman 1600, Clifton Rd, NE Bldg. 16, Mailstop-C12 Atlanta, GA 30329 Telephone: 404-639-7291 Email: svs9@cdc.gov

Complaints must be submitted to the Agency Ombudsman no later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.

- (b) The Ombudsman will contact the complainant by phone, to assure full understanding of the issues raised in the protest. This contact will be made within 2 business days of the receipt of the protests by the Ombudsman. Since there is only one individual serving as the agency Task/Delivery Order Ombudsman, there may be protests received when the Ombudsman is in a travel or leave status. In that instance, the Ombudsman will begin action on the complaint immediately upon return to the office.

H.15 – {RESERVED}

EXHIBIT I-II – {RESERVED}

H.16 CDC 37.0001 Non-Personal Services (Jun 2020)

(a) Personal services shall not be performed under this contract. Although the Government may provide sporadic or occasional instructions within the scope of the contract, the Contractor is responsible for control and supervision of its employees. If the Contractor (including its employees) believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

(b) The contractor shall comply with, and ensure their employees and subcontractors comply with, CDC Policy titled "Contractor Identification and Safeguarding of Non-Public Information". No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. The contractor is limited to performing the services identified in the contract statement of work and shall not interpret any communication with anyone as a permissible change in contract scope or as authorization to perform work not described in the contract. All contract changes will be incorporated by a modification signed by the Contracting Officer.

(c) The Contractor shall ensure that all of its employees and subcontractor employees working on this contract are informed of the terms and conditions herein. The Contractor agrees that this is a nonpersonal services contract; and that for all the purposes of the contract, the Contractor is not, nor shall it hold itself out to be an agent or partner of, or joint venture with, the Government. The Contractor shall notify its employees that they shall neither supervise nor accept supervision from Government employees. The substance of the terms herein shall be included in all subcontracts at any tier.

(d) The terms and conditions above do not limit the Government's rights under other terms of the contract, including those related to the Government's right to inspect and accept or reject the services performed under this contract.

H.17 CDC100_0006 Certificates of Confidentiality (Nov 2018)

Section 301(d) of the Public Health Service (PHS) Act, as amended by Section 2012 of the 21st Century Cures Act, P.L. 114-255 (42 U.S.C. 241(d)), states that the Secretary shall issue Certificates of

Confidentiality (Certificates) to persons engaged in biomedical, behavioral, clinical, or other research activities in which identifiable, sensitive information is collected. Consistent with the statute, research commenced or ongoing after December 13, 2016, and in which identifiable, sensitive information is collected, as defined by Section 301(d), is deemed issued a Certificate.

Consistent with the statute, CDC considers research in which identifiable, sensitive information is collected or used, to include:

- Human subjects research as defined in the Federal Policy for the Protection of Human Subjects (45 CFR Part 46), including exempt research except for human subjects research that is determined to be exempt from all or some of the requirements of 45 CFR 46 if the information obtained is recorded in such a manner that human subjects cannot be identified or the identity of the human subjects cannot readily be ascertained, directly or through identifiers linked to the subjects;
- Research involving the collection or use of biospecimens that are identifiable to an individual or for which there is at least a very small risk that some combination of the biospecimen, a request for the biospecimen, and other available data sources could be used to deduce the identity of an individual;
- Research that involves the generation of individual level, human genomic data from biospecimens, or the use of such data, regardless of whether the data is recorded in such a manner that human subjects can be identified or the identity of the human subjects can readily be ascertained as defined in the Federal Policy for the Protection of Human Subjects (45 CFR Part 46); or
- Any other research that involves information about an individual for which there is at least a very small risk, as determined by current scientific practices or statistical methods, that some combination of the information, a request for the information, and other available data sources could be used to deduce the identity of an individual, as defined in subsection 301(d) of the Public Health Service Act.

For research covered by a Certificate and consistent with the statute, Contractor shall not:

- Disclose or provide, in any Federal, State, or local civil, criminal, administrative, legislative, or other proceeding, the name of such individual or any such information, document, or biospecimen that contains identifiable, sensitive information about the individual and that was created or compiled for purposes of the research, unless such disclosure or use is made with the consent of the individual to whom the information, document, or biospecimen pertains; or
- Disclose or provide to any other person not connected with the research the name of such an individual or any information, document, or biospecimen that contains identifiable, sensitive information about such an individual and that was created or compiled for purposes of the research.

Consistent with the statute, disclosure is permitted only in the below circumstances:

- Required by Federal, State, or local laws (e.g., as required by the Federal Food, Drug, and Cosmetic Act, or state laws requiring the reporting of communicable diseases to State and local health departments), excluding instances of disclosure in any Federal, State, or local civil, criminal, administrative, legislative, or other proceeding;
- Necessary for the medical treatment of the individual to whom the information, document, or biospecimen pertains and made with the consent of such individual;
- Made with the consent of the individual to whom the information, document, or biospecimen pertains; or
- Made for the purposes of other scientific research that is in compliance with applicable Federal regulations governing the protection of human subjects in research.

Contractor shall keep records of when such disclosures are made and, upon request by CDC, shall make such information available to CDC. Contractor shall comply with FAR Part 31, Contract Cost Principles and Procedures, as applicable, and maintain effective internal controls that provide reasonable assurance that the contract is managed in compliance with Federal statutes and regulations. Contractors conducting

research covered by a Certificate shall ensure that any company/institution/individual not funded by CDC who receives a copy of identifiable, sensitive information protected by a Certificate is aware of the requirements of subsection 301(d) of the Public Health Service Act with respect to such information. The Contractor will secure an agreement with such company/institution/individual to ensure compliance with the requirements of the Certificate. In addition, Contractor shall ensure that all its employees and subcontractor employees working on this contract are informed of the substance of the abovementioned requirements and agree to comply with subsection 301(d) of the Public Health Service Act.

H.18 Organizational Conflicts of Interest (Col)

(a) Purpose. The purpose of this section is to ensure that the contractor and its subcontractors:

- (1) Are not biased because of their financial, contractual, organizational, or other interests which relate to the work under this contract/blanket purchase agreement/order/call (hereafter referred to as contract);
- (2) Do not obtain any unfair competitive advantage over other parties by virtue of their performance of this contract; and
- (3) Does not have impaired judgement and objectivity because the substance of the contractor's performance has the potential to affect other interests of the contractor.

(b) Scope. This section applies to performance or participation by the contractor, its parents, affiliates, divisions and subsidiaries, and successors in interest (hereinafter collectively referred to as "contractor") in the performance of this contract as a prime contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity.

(c) Warrant and Disclosure. The warrant and disclosure requirements apply to both the contractor and all subcontractors. The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to a conflict of interest, as defined in FAR Subpart 9.5, and that the contractor has disclosed all relevant information regarding any actual or potential conflicts. The contractor agrees it shall make an immediate and full disclosure, in writing, to the Contracting Officer of any potential or actual organizational conflict of interest or the existence of any facts that may cause a reasonably prudent person to question the contractor's impartiality because of the appearance or existence of bias or an unfair competitive advantage. Such disclosure shall include a description of the actions the contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest. Page 20 of 31

(d) Remedies. The Contracting Officer may terminate this contract, in whole or in part, or take any other lawful action deemed necessary to avoid, neutralize or mitigate an actual, apparent, or potential conflict of interest. If the contractor fails to disclose facts pertaining to the existence of actual, apparent, or potential conflicts of interest, or otherwise misrepresents relevant information to the Contracting Officer, the Government may terminate the contract for default or cause; suspend or debar the contractor from Government contracting; or, pursue such other remedies as may be permitted at law or equity.

(e) Subcontracts. The contractor shall include a language substantially similar to this language, including paragraphs (f) and (g), in any subcontract or consultant agreement.

(f) Prime Contractor Responsibilities. The Contractor shall determine in writing whether any relevant information disclosed by a subcontractor comprises an actual, apparent, or potential conflict of interest. The prime contractor shall identify and avoid, neutralize, or mitigate any subcontractor conflict of interest prior to award of the subcontract to the satisfaction of the Contracting Officer. If the subcontractor's organizational conflict cannot be avoided, neutralized, or mitigated, the prime contractor must obtain the written approval of the Contracting Officer prior to entering into the subcontract. If the contractor becomes aware of a subcontractor's actual, apparent, or potential conflict of interest after award, the prime contractor agrees that the prime contractor may be required to eliminate the subcontractor from its team, at the contractor's own risk.

(g) Waiver. The contractor may seek a waiver from the Head of the Contracting Activity by submitting such waiver request to the Contracting Officer, including a full written description of the requested waiver and the reasons in support

H.19 – {RESERVED}

H.20 – {RESERVED}

H.21 – {RESERVED}

H.22 – {RESERVED}

H.23 – {RESERVED}

H.24 – {RESERVED}

H.25 CDC100_0003 Public Access To CDC Funded Digital Public Health Data (Nov 2018) Public Health Data

Definition: Public Health data means digitally recorded factual material commonly accepted in the scientific community as a basis for public health findings, conclusions, and implementation

When CDC is funding, in whole or in part, via a contract as defined in FAR 2.101, with respect to public health data, a CDC-approved Data Management Plan (DMP) – a plan for digital data management, sharing, and preservation is required prior to commencing any related services or work. For contracts where public health data collection or generation activities may become necessary during the period of performance (e.g. via contract modification), a DMP will be required to be submitted and evaluated during the period of performance. The DMP is a deliverable and a living document that should be updated throughout the life cycle of data. A final DMP is required at the end of the contract performance that Page 21 of 31 shows where the data are deposited and how they are being made accessible or justification provided for not doing so.

Data Management Plan

A DMP for each collection and/or generation of public health data should include the following information:

- A description of the public health data to be collected or generated in the contract period of performance;
- Standards to be used for the collected or generated public health data;
- Mechanisms for or limitations to providing access to and sharing of the data (include a description of provisions for the protection of privacy, confidentiality, security, intellectual property, or other rights) or justification for why data cannot be made accessible. This section should address access to identifiable and de-identified data (see below for additional information about access);
- Statement of the use of data standards that ensure all released data have appropriate documentation that describes the method of collection, what the data represent, and potential limitations for use; and
- Plans for archiving and long-term preservation of the data, or explanation of why long-term preservation and access are not justified. This section should address archiving and preservation of identifiable and de- identified data (see below for additional information regarding archiving).

Examples of Data Management Plan Templates and Tools:

University of California: <https://www.cdlib.org/services/uc3/dmpt.html>

Access to and Archiving of the Data

To the extent that is feasible, contractors should make public health data accessible. Rights in Data clauses (FAR 52.227-14 Rights in Data – General, 52.227-16, Additional Data Requirements, FAR 52.227-17 Rights in Data – Special Works, or FAR 52.227-18 Rights in Data-Existing Works), may be applicable and incorporated into contracts, depending on the Statement of Work involved. The data rights clauses give the government “unlimited rights” in data first produced (when funded by government solely) in the performance of a contract.

“Unlimited rights” is an unlimited license to use, disclose or reproduce the data; it does not give the government ownership of the data. Unlimited rights in data would allow the government to archive and make public non-proprietary data first produced in contract performance.

Contracts that do not include terms for submittal of public health data to CDC, are expected to plan and prepare for providing access to, and archiving/long-term preservation of, collected and/or generated data within the contract period of performance, as set forth below. The final version of a collected and/or generated data set intended for release or sharing should be made available within thirty (30) months after the end of the data collection or generation, except surveillance data, which should be made accessible within a year of the end of a collection cycle. For public use de-identified (removal of sensitive identifiable or potentially identifiable information) datasets, an accompanying data dictionary, and other documentation relevant to use of the data set should be deposited in a sustainable repository to provide access to the data. Data that cannot be de-identified can be provided as restricted data upon request under a data-use agreement or onsite controlled use.

For data underlying a scientific publication, the contractor shall make the data available coincident with publication of the paper, at a minimum a machine-readable version of the data tables shown in the paper, unless the data set is already available via a release or sharing mechanism. In addition, contractors should ensure the quality of data they make accessible and seek to provide the data in a machine readable and nonproprietary format.

Contractors who fail to release public health data in a timely fashion may be subject to procedures normally used to address failure to comply with the terms and conditions of the contract and may be grounds for the Contracting Officer to terminate the contract for default. Irrespective of whether the data are made accessible or not, Public health data of value should be preserved long-term.

A final DMP is required at the end of the contract performance. The final DMP will indicate the location of the deposited data and the manner of access granted to the data. There needs to be an adequate justification for not making data accessible and this justification must be documented in the DMP and approved by the Contracting Officer's Representative.

Additional information is available at <https://www.hhs.gov/open/publicaccess/index.html>.

Section I - Contract Clauses

The following FAR and HHSAR clause citations, where applicable by their terms, are incorporated herein by reference as if set forth in full text. Full text of a clause may be accessed electronically as follows: FAR Clauses at <https://www.acquisition.gov/far/>, HHSAR Clauses at <https://www.acquisition.gov/hhsar>.

If any of the clauses are not applicable by their terms they shall be self-deleting unless an alternate applies, in which case the appropriate alternate shall replace the clause. Whenever said clauses include a requirement for the resolution of disputes between the parties in accordance with the "Disputes" clause, the dispute shall be disposed of in accordance with the clause entitled "Notice of Dispute, Negotiation and Mediation" included in the Subaward Agreement. In cases of conflict or inconsistency between the provisions listed in the clause citations below and the paragraphs set forth elsewhere in this Subaward Agreement, the clause citation shall take precedence. Where necessary to derive proper meaning in a subcontract situation from these clauses, "Contractor" means "Subcontractor," "Contracting Officer" means "University of Washington," "Contract" means this Subaward Agreement and "Government" means "University of Washington." However, the words "Government" and "Contracting Officer" do not change: (1) When a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or his/her duly authorized representative, (2) when title to property is to be transferred directly to the Government, and (3) in FAR 52.227-1, 52.227-2, 52.227-11, 52.227-14, and 52.227-17.

Section I-1 - Clauses Incorporated By Reference

I-1.1 CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the address below:

www.acquisition.gov

(End of Clause)

I-1.2 a) The following general clauses are applicable to all contract types (FFP and T&M)

NUMBER	TITLE	DATE
52.202-1	Definitions	Jun 2020
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	Jun 2020
52.203-7	Anti-Kickback Procedures	Jun 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2020
52.203-13	Contractor Code of Business Ethics and Conduct	Nov 2021

52.203-14	Display of Hotline Poster(s)	Nov 2021
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	June 2010
52.203-16	Preventing Personal Conflicts of Interest	Jun 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	Jun 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan 2017
52.204-2	Security Requirements	Mar 2021
52.204-4	Printed or Copied Double-Sided on Recycled Paper	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Jun 2020
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	Oct 2016
52.204-18	Commercial and Government Entity Code Maintenance	Aug 2020
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	Nov 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Nov 2021
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Nov 2021
52.209-10	Prohibition on Contracting with Inverted Domestic Corporation	Nov 2015
52.210-1	Market Research	Nov 2021
52.211-11	Liquidated Damages – Supplies, Services, or Research and Development	Sept 2000
52.215-2	Audit and Records – Negotiation	Jun 2020
52.215-8	Order of Precedence – Uniform Contract Format	Oct 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications	Jun 2020
52.215-13	Subcontractor Cost or Pricing Data – Modifications	Jun 2020
52.215-14	Integrity of Unit Prices	Nov 2021
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications – Alternate IV	Nov 2021
52.216-7	Allowable Cost and Payment	Aug 2018
52.219-8	Utilization of Small Business Concerns	Oct 2022
52.219-9	Small Business Subcontracting Plan - Alternate II (Nov 2016)	Oct 2022
52.219-16	Liquidated Damages-Subcontracting Plan	Oct 2022
52.219-28	Post Award Small Business Program Representation	Oct 2022
52.222-3	Convict Labor	Jun 2003
52.222-21	Prohibition of Segregated Facilities	Apr 2015
52.222-26	Equal Opportunity	Sep 2016
52.222-35	Equal Opportunity for Veterans	Jun 2020
52.222-36	Affirmative Action for Workers with Disabilities	Jun 2020
52.222-37	Employment Reports Veterans	Jun 2020

52.222-38	Compliance with Veterans' Employment Reporting Requirements	Feb 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec 2010
52.222-50	Combating Trafficking in Persons	Nov 2021
52.222-54	Employment Eligibility Verification	Oct 2022
52.223-6	Drug-Free Workplace	May 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Jun 2020
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-13	Restrictions on Certain Foreign Purchases	Feb 2021
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	Jun 2000
52.227-1	Authorization and Consent – Alternate I	Jun 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Jun 2020
52.227-11	Patent Rights-Ownership by The Contractor	May 2014
52.227-14	Rights in Data – General	May 2014
52.232-17	Interest	May 2014
52.232-18	Availability of Funds	Apr 1984
52.232-19	Availability of Funds for the Next Fiscal Year	Apr 1984
52.232-23	Assignment of Claims	May 2014
52.232-25	Prompt payment	Jan 2017
52.232-32	Performance-Based Payments	Apr 2012
52.232-33	Payment by Electronic Funds Transfer – System for Award Management	Oct 2018
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Nov 2021
52.233-1	Disputes	May 2014
52.233-2	Service of Protest	Sep 2006
52.233-3	Protest after Award	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.239-1	Privacy or Security Safeguards	Aug 1996
52.242-13	Bankruptcy	Jul 1995
52.243-7	Notification of Changes	Jan 2017
52.244-2	Subcontracts	Jun 2020
52.244-5	Competition in Subcontracting	Dec 1996
52.244-6	Subcontracts for Commercial Products and Commercial Services	Dec 2022
52.245-1	Government Property	Sep 2021
52.246-25	Limitation of Liability - Services	Feb 1997
52.253-1	Computer Generated Forms	Jan 1991

I-1.3 DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATIONS (HHSAR)

NUMBER	TITLE	DATE
352.215-70	Late Proposals and Revisions	Dec 2015
352.224-71	Confidential Information	Dec 2015
352.233-71	Litigation and Claims	Dec 2015
352.270-4(b)	Protection of Human Subjects	Dec 2015
352.270-6	Restriction on Use of Human Subjects	Dec 2015
352.270-11	Protection of Human Subjects—Research Involving Human Subjects Committee (RIHSC) Approval of Research Protocols Required	Dec 2015
352.270-12	Needle Exchange	Dec 2015
352.270-13	Continued Ban on Funding Abortion and Continued Ban on Funding of Human Embryo Research	Dec 2015

Section I-2 - Clauses Incorporated In Full Text

I-2.1 FAR 52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

I-2.2 FAR 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

I-2.3 – {RESERVED}

I-2.4 – {RESERVED}

I-2.5 – {RESERVED}

I-2.6 FAR 52.215-19 Notification of Ownership Changes (Oct 1997)

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall-
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).
(End of Clause)

I-2.7 – {RESERVED}

I-2.8 – {RESERVED}

I-2.9 – {RESERVED}

**I-2.10 FAR 52.252-4 Alterations in Contract (Apr 1984) Portions of this contract are altered as follows:
NONE**

(End of Clause)

I-2.11 FAR 52.227-17 Rights in Data – Special Works (Dec 2007)

- (a) *Definitions.* As used in this clause—
- “Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- “Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.
- (b) Allocation of Rights.
- (1) The Government shall have—
 - (i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.
 - (ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.
 - (iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.
 - (2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.
- (c) Copyright—
- (1) Data first produced in the performance of this contract.
 - (i) The Contractor shall not assert or authorize others to assert any claim to copyright

subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity.* The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies. (End of clause)

I-2.12 HHSAR 352.203-70 Anti-Lobbying (Dec 2015)

Pursuant to the HHS annual appropriations acts, except for normal and recognized executive-legislative relationships, the Contractor shall not use any HHS contract funds for:

- (a) Publicity or propaganda purposes;
- (b) The preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself; or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself; or
- (c) Payment of salary or expenses of the Contractor, or any agent acting for the Contractor, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes

within the executive branch of that government.

(d) The prohibitions in subsections (a), (b), and (c) above shall include any activity to advocate or promote any proposed, pending, or future federal, state, or local tax increase, or any proposed, pending, or future requirement for, or restriction on, any legal consumer product, including its sale or marketing, including, but not limited to, the advocacy or promotion of gun control.

(End of clause)

I-2.13 HHSAR 352.208-70 Printing and Duplication (Dec 2015)

(a) Unless otherwise specified in this contract, no printing by the Contractor or any subcontractor is authorized under this contract. All printing required must be performed by the Government Printing Office except as authorized by the Contracting Officer. The Contractor shall submit camera-ready copies to the Contracting Officer's Representative (COR). The terms "printing" and "duplicating/copying" are defined in the Government Printing and Binding Regulations of the Joint Committee on Printing.

(b) If necessary for performance of the contract, the Contractor may duplicate or copy less than 5,000 production units of only one page, or less than 25,000 production units in aggregate of multiple pages for the use of a department or agency. A production unit is defined as one sheet, size 8.5 x 11 inches, one side only, and one color. The pages may not exceed a maximum image size of 103/4 by 141/4 inches. This page limit applies to each printing requirement and not for all printing requirements under the entire contract.

(c) Approval for all printing, as well as duplicating/copying in excess of the stated limits, shall be obtained from the COR who will consult with the designated publishing services office and provide direction to the contractor. The cost of any unauthorized printing or duplicating/copying under this contract will be considered an unallowable cost for which the Contractor will not be reimbursed.

(End of clause)

I-2.14 HHSAR 352.222-70 Contractor Cooperation in Equal Employment Opportunity Investigations (Dec 2015)

(a) In addition to complying with the clause at FAR 52.222-26, Equal Opportunity, the Contractor shall, in good faith, cooperate with the Department of Health and Human Services (Agency) in investigations of Equal Employment Opportunity (EEO) complaints processed pursuant to 29 CFR part 1614. For purposes of this clause, the following definitions apply:

(1) Complaint means a formal or informal complaint that has been lodged with Agency management, Agency EEO officials, the Equal Employment Opportunity Commission (EEOC), or a court of competent jurisdiction.

(2) Contractor employee means all current Contractor employees who work or worked under this contract. The term also includes current employees of subcontractors who work or worked under this contract. In the case of Contractor and subcontractor employees, who worked under this contract, but who are no longer employed by the Contractor or subcontractor, or who have been assigned to another entity within the Contractor's or subcontractor's organization, the Contractor shall provide the Agency with that employee's last known mailing address, email address, and telephone number, if that employee has been identified as a witness in an EEO complaint or investigation.

(3) Good faith cooperation cited in paragraph (a) includes, but is not limited to, making Contractor employees available for:

(i) Formal and informal interviews by EEO counselors or other Agency officials processing EEO complaints;

(ii) Formal or informal interviews by EEO investigators charged with investigating complaints of unlawful discrimination filed by Federal employees;

(iii) Reviewing and signing appropriate affidavits or declarations summarizing statements provided by such Contractor employees during the course of EEO investigations;

(iv) Producing documents requested by EEO counselors, EEO investigators, Agency employees, or the EEOC in connection with a pending EEO complaint; and

(v) Preparing for and providing testimony in depositions or in hearings before the MSPB, EEOC and U.S. District Court.

(b) The Contractor shall include the provisions of this clause in all subcontract solicitations

and subcontracts awarded at any tier under this contract.

(c) Failure on the part of the Contractor or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate this contract for default.

(End of Clause)

Section J – {RESERVED}

Attachment 2
UW Research Subaward Agreement
Special Terms and Conditions

1) Subrecipient Insurance and Proof of Coverage. Subrecipient agrees to maintain during the term of this Agreement comprehensive general liability and professional insurance coverage with limits of not less than \$1 million per occurrence and \$3 million annual aggregate (or an equivalent program of self-insurance satisfactory to UW). Upon UW's request, Subrecipient will provide UW proof of insurance or loss coverage required under the terms of this Agreement. In addition, Subrecipient agrees to notify UW in writing in the event of a material modification or change in such coverage.

2) Governing Law, Jurisdiction and Venue. This Subaward shall be governed by and enforced according to the laws of the State of Washington and the United States, without giving effect to its or any other jurisdiction's choice of law provisions. The Superior Court of Washington for King County shall have exclusive jurisdiction and venue of all disputes arising under this Agreement, except that in any case where the courts of the United States shall have exclusive jurisdiction over the subject matter of the dispute, the United States District Court for the Western District of Washington, Seattle division, shall have exclusive jurisdiction and venue.

3) Responsibility. Each Party shall be responsible for its negligent acts or omissions and the negligent acts or omission of its employees, officers, or director's, to the extent allowed by law.

4) Limitation of Damages. In no event shall either party be liable to the other party for any claims by the other party for indirect, incidental, consequential, special, punitive, or exemplary damages, including lost profits, arising or alleged to arise from this Agreement, its breach, or the transactions contemplated herein, however caused, under any theory of liability.

5) Copyrights. Subrecipient ___ grants / X shall grant (check one) to UW an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet UW's obligations under UW's Prime Award.

6) Data Rights. Subrecipient grants to UW the right to use data created by Subrecipient in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet UW's obligations under UW's Prime Award.

7) Automatic Carry Forward: ☐ Yes ☒ No

(If No, Carry Forward requests must be sent to UW's Administrative and Principal Investigator contact, as shown in Attachment 3A).

8) Promoting Objectivity in Research: Subrecipient certifies that it has implemented and is in compliance with a financial conflict of interest policy that complies with 42 CFR Part 50 Subpart F, as may be amended from time to time. Subrecipient shall report any financial conflict of interest to UW's Administrative Contact, as designated on Attachment 3A. At UW's request, Subrecipient will provide information about how it identified, managed, reduced or eliminated conflicts of interest. UW shall provide Subrecipient with a copy of notifications sent to the funding agency that involved Subrecipient Investigator under this Agreement.

9) Human Subjects Protections: Subrecipient will comply with all applicable regulations, laws, and policies regarding human subjects protections. Subrecipient shall provide UW copies of IRB approval letter. No obligations may be made against Federal funds for any research involving human subjects prior to IRB approval.

Attachment 3A

Subaward Number:

Research Subaward Agreement

Pass-through Entity Contacts**Pass-through Entity**

Name:

Address:

City:

State:

Zip Code:

Pass-through Entity's Administrative Contact

Name:

Address:

City:

State:

Zip Code:

Telephone:

Fax:

E-mail:

Pass-through Entity's Principal Investigator

Name:

Address:

City:

State:

Zip Code:

Telephone:

Fax:

E-mail:

Pass-through Entity's Financial Contact

Name:

Address:

City:

State:

Zip Code:

Telephone:

Fax:

E-mail:

Pass-through Entity's Authorized Official

Name:

Address:

City:

State:

Zip Code:

Telephone:

Fax:

E-mail:

Research Subaward Agreement

Subrecipient Contacts**Subrecipient Place of Performance**

Name:

Address:

City:

State:

Zip Code + 4:
(Look up)

EIN No.:

Institution Type:

Is Subrecipient currently registered in SAM.gov?

Yes

No

DUNS No.:

UEI (Unique Entity Identifier):

Congressional District:Congressional District:**Subrecipient Administrative Contact**

Name:

Address:

City:

State:

Zip Code:

Telephone:

Fax:

E-mail:

Subrecipient Principal Investigator (PI)

Name:

Address:

City:

State:

Zip Code + 4:

Telephone:

Fax:

E-mail:

Subrecipient Financial Contact

Name:

Address:

City:

State:

Zip Code:

Telephone:

Fax:

E-mail:

Subrecipient Authorized Official

Name:

Address:

City:

State:

Zip Code:

Telephone:

Fax:

E-mail:

Attachment 3B Page 2
Research Subaward Agreement
Highest Compensated Officers

Subaward Number:

Subrecipient

Name:

PI:

Is Subrecipient exempt from reporting compensation? ____ Yes ____ No

Subrecipient is **not** exempt from reporting executive compensation if:

- 1) The Subrecipient received 80 percent or more of its annual gross revenues in Federal awards in the preceding fiscal year; **and**
- 2) The Subrecipient received \$25,000,000 or more in annual gross revenues from Federal awards; **and**
- 3) 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.

Highest Compensated Officers

Officer 1 Name

Officer 1 Compensation

Officer 2 Name

Officer 2 Compensation

Officer 3 Name

Officer 3 Compensation

Officer 4 Name

Officer 4 Compensation

Officer 5 Name

Officer 5 Compensation

Attachment 4
Research Subaward Agreement
Reporting Requirements

Prime Recipient will check all that apply that the Subrecipient will agree to:

- ☐ A Final technical/progress report will be submitted to the Prime Recipient's identified in Attachment 3 within _____ days after the end of the period of performance.
- ☐ Monthly technical/progress reports will be submitted to the Prime Recipient's identified in Attachment 3, within _____ days of the end of the month.
- ☐ Quarterly technical/progress reports will be submitted within thirty (30) days after the end of each project quarter to the Prime Recipient's identified in Attachment 3.
- ☐ Technical/progress reports on the project as may be required by Prime Recipient's in order that Prime Recipient may be able to satisfy its reporting obligations to the Awarding Agency.
- ☐ Annual technical /progress reports will be submitted within _____ days prior to the end of each project period to the Prime Recipient's identified in Attachment 3. 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.
- ☐ In accordance with 37 CFR 401.14, Subrecipient agrees to notify UW's identified in Attachment 3A within _____ 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 Awarding Agency specific forms to the UW's identified in Attachment 3A within 60 days of the end of the period of performance so that it may be included with the UW's final invention report to the Awarding Agency. A negative report _____ is _____ is not required.
- A Certification of Completion, in accordance with 2 CFR 200.201(b)(3), will be submitted within _____ days after the end of the project period to the Prime Recipient's identified in Attachment 3 (for Fixed Price subawards only.)
- Property Inventory Report; frequency, type, and submission instructions listed here and only to be used when required by UW Award

Other Special Reporting Requirements

ATTACHMENT 5

Research Subaward Agreement

STATEMENT OF WORK

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

Statement of Work:

1. Use local and regional data to expand syphilis POCT in the communities that are historically underserved and experience greater rates of STI/HIV infections.
2. Engage a STI/HIV syndemic collaborative community action group to help guide the implementation of syphilis POCT and to facilitate collaboration between healthcare providers, public health staff, and community partners.
3. Continue to build syndemic approach to HIV/STI prevention.
4. Provide robust data collection and reporting of defined metrics to University of Washington for the STI IRC projects.

ATTACHMENT 5

Cost Reimbursement Research Subaward Agreement

Budget

				Direct Costs	\$179,127
Indirect Cost Rate (IDC) of 19.90%	<input type="checkbox"/> TDC	<input type="checkbox"/> MTDC	<input checked="" type="checkbox"/> Other	Indirect Costs	\$31,624
De Minimis rate applied? <input type="checkbox"/>	(Check if YES)			TOTAL COSTS	\$210,751

Salaries	<u>\$128,101</u>
Employee Benefits	<u>\$30,816</u>
Allocated Facility Costs	<u>\$15,810</u>
Incentives	<u>\$900</u>
Technology & Supplies	<u>\$3,500</u>
Other Direct Costs	<u>\$0</u>
Total Direct Costs	<u>\$179,127</u>
Indirect Cost 19.9%*	<u>\$31,624</u>
GRAND TOTAL	<u><u>\$210,751</u></u>

*Indirect costs at 19.9% in accordance with Subrecipients negotiated rate agreement dated 10/8/2024. Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. The Center's Negotiated Indirect Cost Rate Agreement (NICRA) allows a 19.90% rate applied to total personnel costs (salaries + benefits). Indirect costs do not include facilities costs but are attributed to salaries and other costs related to the Center's administrative departments that directly support the Legal Department, including Executive Office, Human Resources, Finance, Information Technology Services, and Volunteer Resources.

ORDER FOR SUPPLIES OR SERVICES

PAGE	OF	PAGES
1		30

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/23/2024		2. CONTRACT NO. (If any) 75D30123D15973		6. SHIP TO:	
3. ORDER NO. 75D30124F00002		4. REQUISITION/REFERENCE NO. 000HCKC1-2024-90161		a. NAME OF CONSIGNEE CDC (NCHHSTP/DSTDP)	
5. ISSUING OFFICE (Address correspondence to) Centers for Disease Control and Prevention (CDC) Office of Acquisition Services (OAS) 2900 Woodcock Blvd, MS TCU-4 Atlanta, GA 30341-4004				b. STREET ADDRESS 12 Corporate Square	
				c. CITY Atlanta	d. STATE GA
				e. ZIP CODE 30329-1909	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR UNIVERSITY OF WASHINGTON UEI: HD1WMN6945W6				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS 4333 BROOKLYN AVE NE				<input type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY SEATTLE	e. STATE WA	f. ZIP CODE 98195-			
9. ACCOUNTING AND APPROPRIATION DATA See Section B				10. REQUISITIONING OFFICE HCKC1	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED					
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/29/2025	
13. PLACE OF				16. DISCOUNT TERMS Net 30 Days	
a. INSPECTION	b. ACCEPTANCE				

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)		QUANTITY ORDERED (c)	UNI T (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Contracting Officer Representative: Tricia Martin; 404-536-0138; plh6@cdc.gov Contracting Officer/Specialist: Stephanie Reid; 412-386-6817; Qsi5@cdc.gov Mark Wirtz; 770-488-3893; Mag8@cdc.gov Contractor POC: Matthew Golden; 206-744-6829 golden@uw.edu						
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.			\$1,199,756.00	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME Centers for Disease Control and Prevention (FMO)					\$6,992,715.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) PO Box 15580 404-718-8100						
	c. CITY Atlanta		d. STATE GA	e. ZIP CODE 303330080			

22. UNITED STATES
OF AMERICA (Signature)

Stephanie L. Reid
-SDigitally signed by Stephanie L.
Reid -S
Date: 2024.09.23 08:10:47 -04'00'

23. NAME (Typed)

Stephanie Reid

TITLE: CONTRACTING/ORDERING OFFICER

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**Base Period Items:**

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
0001	Doxy PEP Study Service Includes Performance Work Statement (PWS) Tasks 1-4 FFP Severable Service Period of Performance: 30 SEP 2024 - 29 SEP 2025	12 Months	\$97,647.16	\$1,171,766.00
	Line(s) Of Accounting: 9390FDW 2513 2024 75-24-0120 1000551101 \$1,171,766.00			
0002	Base Travel Travel shall be reimbursed at actual cost only and performed in accordance with the Federal Travel Regulations. In accordance with the PWS FFP Severable Period of Performance: 30 SEP 2024 - 29 SEP 2025	1 Lot	\$27,990.00	\$27,990.00 NTE
	Line(s) Of Accounting: 9390FDW 2102 2024 75-24-0120 1000551101 \$27,990.00			

Total Base Value: \$1,199,756.00**Option Period 1 Items:**

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
1001	Option 1 Doxy PEP Study Service Includes Performance Work Statement (PWS) Task 5 and first stage of Task 6 FFP Severable Service Period of Performance: 30 SEP 2025- 29 SEP 2026	12 Months	\$239,162.25	\$2,869,947.00
1002	Option 1 Travel Travel shall be reimbursed at actual cost only and performed in accordance with the Federal Travel Regulations. In accordance with the PWS FFP Severable Period of Performance: 30 SEP 2025 - 29 SEP 2026	1 Lot	\$27,990.00	\$27,990.00 NTE

Total Option Period 1 Value: \$2,897,937.00

Option Period 2 Items:

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
2001	Option 2 Doxy PEP Study Service Includes Performance Work Statement (PWS) Task 6 second stage and Task 7 FFP Severable Service Period of Performance: 30 SEP 2026 - 29 SEP 2027	12 Months	\$238,919.33	\$2,867,032.00
2002	Option 2 Travel Travel shall be reimbursed at actual cost only and performed in accordance with the Federal Travel Regulations. In accordance with the PWS FFP Severable Period of Performance: 30 SEP 2026 - 29 SEP 2027	1 Lot	\$27,990.00	\$27,990.00 NTE

Total Option Period 2 Value: \$2,895,022.00Total Task Order Value: \$6,992,715.00

“The Services contemplated under this contract are considered to be an “Other Function” as defined by the Office of Federal Procurement Policy in OFPP letter 11-01 and by HHS in Acquisition Policy Memorandum 2012-01”

B.1 Schedule for Performance-Based Payments

CLINs 0001, 1001, 2001 Monthly Payments:

- Amount: \$97,647.16 (Base Period)
\$239,162.25 (Option Period 1, CLIN 1001)
\$238,919.33 (Option Period 2, CLIN 2001)
- Authorization: Payments are made in arrears, contingent upon receipt of monthly progress and enrollment reports.

Option Periods:

- Invoicing: Follow the same procedures as the base period.
- Payments: 12 equal payments totaling the extended price for the period.

Travel Expenses:

- Invoicing: Actual costs, invoiced in arrears.

B.2 Type of Contract

This is a firm-fixed-price task order.

B.3 Type of Service

The services provided under this order are determined to be severable in nature.

SECTION C - PERFORMANCE WORK STATEMENT

Title: DOXYCYCLINE POST-EXPOSURE PROPHYLAXIS IMPLEMENTATION STUDY

Period of performance of this contract is: SEPTEMBER 30, 2024, to SEPTEMBER 29, 2027

Base Period: SEPTEMBER 30, 2024, to SEPTEMBER 29, 2025

Option Period 1: SEPTEMBER 30, 2025, to SEPTEMBER 29, 2026

Option Period 2: SEPTEMBER 30, 2026, to SEPTEMBER 29, 2027

SECTION 1 – BACKGROUND

The Division of STD Prevention (DSTDP) has an immediate need to support innovative research to increase the impact of interventions in sexually transmitted infection (STI) prevention and control. DSTDP's approach to innovations includes the construction of the STI Impact Research Consortium (STIIRC). The purpose of the STIIRC is to increase the impact of disease intervention services and health equity through testing innovative strategies and tool and implementing effective approaches at population scale.

These approaches include selection, implementation, and testing of interventions to increase impact through improving the efficacy, effectiveness and efficiency of public health disease intervention services pertaining to the detection, mitigation, and prevention of onward transmission of STI. Moreover, interventions should be tested in contextually relevant settings aimed at preventing STI associated with substantial community morbidity. Therefore, implementation science should guide the most effective mix of interventions implemented with the most effective methods within intervention settings, considering other community prevention and control efforts and the broader context of community or population norms and behaviors.

Research conducted via this task order is intended to evaluate the impact of STI prevention combination packages in the framework of a hybrid type 3 implementation study with clinical and implementation science components.^{1, 2} (See Section 9 for references.)

Authority to conduct this research derives from the American Rescue Plan Act (2021).

SECTION 2 – PURPOSE/OBJECTIVE

The Division of STD Prevention, of the National Center for HIV, Viral Hepatitis, STD, and TB Prevention (DSTDP/NCHHSTP) in the Centers for Disease Control and Prevention has a requirement to conduct a **Hybrid Type 3 Study** to support the purpose of the STIIRC in increasing health equity and STI prevention impact via population-focused implementation science. Hybrid Type 3 studies assess effects of an implementation strategy for an intervention with demonstrated efficacy while collecting clinical outcomes associated with the implementation approach.^{1, 2} CDC will consider proposals that fall under the definitions of Hybrid Type 3 designs.

The primary objectives for this task order are to:

- Implement provision and assure use of doxycycline post-exposure prophylaxis (doxy PEP) for gay, bisexual and other men who have sex with men (GBMSM) as a STI prevention measure
- Assess eligibility for, and provide as indicated, vaccination (e.g., Mpox, Hepatitis B, MenACWY).

The primary outcomes are:

- Greater provision of high-quality STI/HIV prevention services in priority populations reached with high-quality STI/HIV prevention services
 - Increased use of doxy PEP in GBMSM and TGW, particularly among people with HIV, people prescribed or eligible for HIV PrEP, and/or people attending STI clinics.
- Increased overall doxy PEP provision in priority areas
- Reduced STI (absolute numbers or incidence rate) in priority populations
- Cost-effectiveness estimates for implementation strategies

A more detailed description of outcomes may be found in Section 3, Table 1.

Task Areas

This RFTOP addresses the following Task Areas in the STIIRC IDIQ:

1. *Service delivery research: prevention content.* Research, including clinical trials, to develop, test and implement interventions that include efficacious STI prevention content, including STI treatment options, vaccination, biomedical and socio-behavioral interventions, and management of comorbid factors.
2. *Service delivery research: prevention methods.* Research to develop, test and implement interventions to increase access to, and efficient use of, STI services, including home testing, specimen collection and other “out of clinic” models, express visit models, telehealth models, and collaborative networks at different levels of clinical and prevention capacity.
3. *Diagnostics research.* Research into new STD diagnostic approaches to develop, test and implement diagnostic tools that increase the proportion of infected persons tested and diagnosed; clinical trials of new diagnostic tools and methods; implementation research to increase use of efficacious and effective diagnostic tools.

SECTION 3 – SCOPE OF WORK

The scope of this task order is to design and conduct a Hybrid Type 3 study to implement doxycycline post-exposure prophylaxis (Doxy PEP) in gay, bisexual, and other men who have sex with men (GBMSM), a population for which there exists recommendations in the use of Doxy PEP on the basis of demonstrated efficacy of the Doxy PEP in STI prevention.^{3, 4, 5}

Implementation settings will be located in the District of Columbia (DC) and in states identified by HHS as high-priority locations for syphilis prevention, these are: Arizona, Arkansas, California, Florida, Georgia, Louisiana, Mississippi, New Mexico, New York, Ohio, Oklahoma, South Dakota, and Texas. The contractor shall propose implementation sites within 4 – 7 of these locations, providing evidence that these sites are in high STI/HIV prevalence or incidence settings for each proposed choice. Populations of particular interest are GBMSM living with HIV, GBMSM on or eligible for HIV PrEP, and GBMSM attending STD (or equivalent) clinics.

Interventions will encompass a syndemic approach and be integrated into comprehensive sexual health services appropriate to the care situation and include linkage to other pertinent services such as substance use treatment, mental health, primary or pregnancy prevention care, and social/behavioral services. These approaches include selection, implementation, and piloting of interventions to increase impact through improved efficacy and effectiveness of public health disease intervention services pertaining to the detection, mitigation, and prevention of onward transmission of HIV/STI. Implementation approaches would also use doxy PEP/vaccination, and any other encounters to facilitate entry and retention for HIV PrEP and ART. The contractor shall propose a research plan to operationalize these approaches and evaluate outcomes that shall include (but do not have to be limited to) the outcomes described in Table 1 and incorporate the staged approach described in the paragraphs immediately following. In other respects, the contractor may propose any research approach that meets Hybrid 3 criteria.^{1, 2}

The contractor should include a two-staged approach to allow rapid uptake in settings where conditions permit rapid implementation, while working to implement community-driven approaches that may require more time to implement in a second stage. This staged approach will allow sites that can more easily incorporate doxy PEP and vaccination interventions to begin screening and implementing rapidly and subsequently expand to settings that allow for sufficient intervention coverage to achieve population impact and equity. The contractor should therefore construct a community action board (Task 3) to enable community-driven approaches for successful implementation research in Stage 2 and at a minimum provide input into Stage 1. Subsequently, the contractor, working with CDC investigators and the STIIRC data coordinating center, will finalize research protocols (Task 4) and initiate data collection for the studies (Tasks 5 and 6). Elements of formative data collection the contractors proposes that do not require individual-level data collection (e.g., area-level social determinants, STI rates) may begin prior to formal finalization of research protocols with approval from CDC.

Table 2 (Section 9) provides details on the staged approach, measurable outcomes, and timelines across the project. Stage 1 will focus on implementation in settings with the capacity and infrastructure for rapid implementation and with services already used by the priority populations, which may include SAMHSA substance use treatment and/or harm reduction programs and HRSA-associated clinics and sites. The goal is to achieve a rapid increase in coverage and uptake, measurable within the first year, along with measurement of cost data to enable cost-effectiveness estimates.

Stage 2 will focus on expanding coverage through community-driven input to expand uptake by implementing in sites and collaborating with partners beyond those identified for Stage 1. “Community action groups” specific to implementation locations will serve as a means of organizing and synthesizing recommendations that reflect community input and are science-based. Thus, the basic approach is to collaboratively design, implement, and evaluate prevention approaches incorporating doxy PEP, and vaccination. Across Stages 1 and 2, data collection shall include cost data for cost-effectiveness analyses and resource allocation models. The contractor shall assure the dissemination of findings to the relevant communities (Task 7) and in scientific outlets (Task 8).

Table 1

Primary Process and Outcome Measures	Associated EHE Core Indicators
Process measures applicable to all populations <ul style="list-style-type: none"> ○ Number and proportion of eligible persons offered and accepting HIV/STI testing (and treated or linked to care as indicated) ○ Number and proportion of eligible persons with HIV ascertained for HIV care and (re)linked as needed ○ Number and proportion of eligible persons ascertained for social services and (re)linked as indicated ○ Cost data for each step of implementation strategy, including materials, labor and separating research from programmatic costs of intervention 	Knowledge of Status HIV and STI Diagnoses Linkage to Care PrEP Coverage HIV Incidence Viral Suppression
Doxy PEP process measures <ul style="list-style-type: none"> ○ Number of clinics and other settings offering doxy PEP <ul style="list-style-type: none"> ▪ Estimated proportion of eligible population with access to doxy PEP via all settings ○ Doxy PEP medications and prescriptions dispensed <ul style="list-style-type: none"> ▪ Estimated proportion of eligible population reached with doxy PEP ○ STI-related vaccinations provided (e.g., Mpox, MenB4BC, hepatitis) <ul style="list-style-type: none"> ▪ Estimated proportion of eligible population receiving vaccinations ○ 	
Structural process measures <ul style="list-style-type: none"> ○ Estimated proportion of eligible service providers offering doxy PEP in each jurisdiction (measures service coverage) ○ Estimated proportion of non-clinical service organizations engaged in and sustaining effectively implemented prevention services (associated with both doxy PEP and POCT implementation) 	
Morbidity outcomes <ul style="list-style-type: none"> ○ Reduced syphilis rates in areas where doxy PEP is offered in each jurisdiction <ul style="list-style-type: none"> ▪ Reduced rates of gonorrhea and chlamydial infection ▪ Measure joint effects on rates in jurisdictions implementing 	

POCT as well as doxy PEP	
Structural Outcomes <ul style="list-style-type: none"> Increased community engagement, partnership, and ownership in HIV/STI prevention models Increased capacity in HIV workforce, including in organizations with racially and ethnically diverse composition Effectiveness of a Community Action Board in facilitating community-driven implementation research 	
Implementation Practice Outcomes <ul style="list-style-type: none"> Guidance, toolkits, implementation algorithms, communication models, policy analyses and similar documents that enable: <ul style="list-style-type: none"> Sustained practice in implementation sites Scalability and portability beyond implementation sites Cost data and cost-effectiveness analyses Resource allocation models 	Knowledge of Status Diagnoses Linkage to Care PrEP Coverage

SECTION 4 – TASKS TO BE PERFORMED

Tasks 4 through 7 shall be performed in collaboration or coordination with the STIIRC Data Coordination Centers (DCC) consistent with their roles and responsibilities specified in TO 0001 under the STIIRC IDIQ.

Task 1: Organize and conduct a meeting with the CDC Contracting Officer’s Representative (COR), Contracting Officer (CO) and other relevant CDC staff as designated by CDC. Contractor shall provide an agenda and a meeting report.

Task 2: Maintain consistent communication with CDC COR and other CDC staff as designated by CDC via weekly meetings (Teams or Zoom). Contractor shall provide agendas and meeting summaries.

Task 3: Form a Community Action Board (CAB) to provide input into research goals and approaches. CDC shall review and approve the final membership and organizational structure of CABs.

- The CAB shall include, although need not be limited to, community members from populations that constitute the focus of prevention research efforts and from organizations that provide or facilitate services for such populations.
- The CAB shall meet on a regular basis as determined by the contractor, but not less frequently than quarterly (4x year).
- If the contractor has (a) established a CAB as a requirement from another task order issued under the STIIRC IDIQ or (b) has access to an existing CAB operated in the intervention catchment areas, that CAB may be used to fulfill the requirements in this RFTOP if that CAB meets Task 3, part 1 requirements for this RFTOP.*

Task 4: Finalize design of a Hybrid 3 implementation study or studies per the parameters named in the Scope of Work (Section 3), to include selection and plans to implement Doxy PEP, formative research to guide selection, methodological and statistical approaches, power calculations as appropriate, and management of regulatory requirements. Sub-elements of Task 4 are expected to occur in parallel. Draft plans shall be delivered to CDC for review and approval.

- Consult with STIIRC DCC as per their requirements in Tasks 3 – 5 in TO 0001 of the STIIRC IDIQ. Consultation *may* include:
 - Methodological approaches, including protocol development
 - Statistical considerations
 - Data safety monitoring
 - Data management plans
- Design formative research approach, including qualitative, quantitative and mixed methods approaches as needed. Contractor shall have broad scope for formative approaches but shall include assessment of area-level social determinants as well as community or focus population behaviors, norms and attitudes related

to intervention goals.

3. Design trial condition intervention content and implementation strategies according to principles for the Hybrid 3 study.
4. Design evaluation plan for interventions and their impact on focus population(s) morbidity and quality of service delivery.
5. Assure IRB, OMB and other regulatory requirements are met.
6. Design a cost collection plan to permit cost-effectiveness analyses.
7. Coordinate design and data elements with any other STIIRC contractors awarded a contract such that an appropriate pool of common data elements is collected at all sites where Doxy PEP is implemented. CDC notes contractors may also propose data elements specific to the distinct conditions at each implementation site.

Task 5: Conduct formative research per the design and approaches finalized in Task 4. Contractor shall use formative data to inform trial conduct throughout the implementation phase of the trial.

Task 6: Implement Hybrid 3 study. Sub-elements of Task 6 may occur in parallel.

1. Implement randomization scheme and initiate interventions according to research protocols established in Task 4.
 - a. Measure, monthly, enrollment (individual-level designs) or number of focus population members exposed to intervention (cluster-randomized designs)
 - b. Monitor trial progress through process and preliminary outcome measurement as appropriate to trial design
2. Initiate and continue implementation strategies according to research protocols established in Task 4.
3. Coordinate with DCC on research study coordination across implementation sites, including coordination with other contractors implementing doxy PEP.
4. Coordinate with the DCC on quality assurance approaches.
5. Collaborate with DCC on data management approaches, including the transmission of data to the DCC pursuant to the DCC's responsibilities outlined in TO 0001.
6. Provide trial progress reports, including enrollment numbers as appropriate, to CDC on a schedule to be determined by CDC (but not more frequently than monthly and not less frequently than quarterly).

Task 7: Prepare a plan to share results, implications for the health and health equity of the focus population, and any proposals for community or policy action with the focus population and the communities in which they live.

1. Contractor may discharge this responsibility via the CAB if the contractor can demonstrate the dissemination goal of Task 7 is met in this fashion.

Task 8: Participate in the preparation of conference abstracts and manuscripts for peer review based on findings from the Hybrid 3 study; specifically lead a minimum of 2 abstracts, 2 manuscripts and participate in preparation of all others.

1. Contractor shall have the option to lead the overall summary paper for any study comprising data from implementation sites operated by that contractor; that is, contractor may provide the lead author for this paper. If an overall summary paper addresses data from more than one contractor, CDC will facilitate a meeting to establish lead authorship and other authorship roles.
2. CDC expects to co-author all conference abstracts and papers unless CDC specifies otherwise.

SECTION 5 – GOVERNMENT FURNISHED PROPERTY

The contractor shall furnish all necessary personnel, facilities, supplies and equipment, as appropriate, to accomplish the tasks in this request for task order proposal (RFTOP).

SECTION 6 – PLACE OF PERFORMANCE AND CONTRACT SUPPORT HOURS

SUBSECTION A – PLACE OF PERFORMANCE

The contractor shall conduct the work in this task order entirely at their own facilities.

SECTION 7 – TRAVEL

Travel will be in accordance with / and not to exceed the Federal Travel Regulation rates. Travel costs need to be approved in advance by the COR. The contractor shall be required to provide their travel policy to the Government for review.

Travel does include conferences. [Conference Approval Management Systems \(CAMS\)](#) approval is required in advance of any travel for conferences. If the need for conference travel occurs, the contract will be modified to separately add funding.

SECTION 8 – DELIVERABLES/REPORTING SCHEDULE

Task	Deliverable	Quantity/Format	Due Date	Deliver To
Task 2	Meeting agendas and summaries.	1 Word document or email for agendas	24 hours before each scheduled meeting.	CDC COR
		1 Word document for summaries	72 hours after each scheduled meeting	
Task 3	List of members and charter with roles and responsibilities	1 Word document	24 hours before first CAB meeting	CDC COR
	Meeting agendas and minutes	At least 4 Word documents	2 weeks after each meeting	
Task 4	DCC Consultation meetings outcomes (agenda and minutes)	1 Microsoft Word document	72 hours after each scheduled meeting	CDC COR
	Protocols for trial methods and analysis plans	At least 1 Microsoft Word document	72 hours after protocols finalized	
	Protocols for formative research	At least 1 Microsoft Word document	72 hours after protocols finalized	
	IRB approvals	Record of approval (format open)	72 hours after receipt of IRB approvals	
	OMB packages	Complete documents (format TBD by OMB)	72 hours after submission documents finalized	

Task	Deliverable	Quantity/Format	Due Date	Deliver To
Task 5	Progress reports	1 Microsoft Word document	Monthly	CDC COR
	Enrollment reports for individual-level collections	1 Microsoft Word document	Monthly	
	Interim datasets	At least 1 data file	Every 6 months after first data collection	
	Final datasets	At least 1 data file	90 days after final data collection	
Task 6	Enrollment reports	1 Word document	Monthly	CDC COR
	Progress reports (to include data safety monitoring outcomes as appropriate)	1 Word document	Monthly	
	Interim datasets	At least 1 file (R or SAS format)	Every 6 months after first data collection	
	Final datasets	At least 1 file (R or SAS format)	90 days after final data collection	
Task 7	Research community dissemination plan	1 Word document	1 week before community dissemination meeting	CDC COR
	Community Dissemination Meeting report	1 Word document, slide set, or audio recording	4 weeks after meeting	
Task 8	2 manuscripts for peer-reviewed journals	2 manuscripts ready for CDC clearance	120 days post final data collection	CDC COR
	2 abstracts for peer-reviewed conference presentations or posters	2 abstracts ready for CDC clearance	120 days post final data collection	

SUBSECTION A – PERFORMANCE MATRIX

PERFORMANCE OBJECTIVE	STANDARD	PERFORMANCE THRESHOLD ACCEPTABLE QUALITY LEVELS (AQLs)	METHOD OF SURVEILLANCE
Overall Contract Management	Contractor maintains high level of quality assurance, reliability, and	COR receives no more than 2 valid complaints per 12 months.	COR & Contracting Officer monitoring; deliverables; and reports

PERFORMANCE OBJECTIVE	STANDARD	PERFORMANCE THRESHOLD ACCEPTABLE QUALITY LEVELS (AQLs)	METHOD OF SURVEILLANCE
	completeness of tasks/activities		
Contract Management and Responsiveness	Contractor responds to questions/ concerns from COR and Contracting Officer within a reasonable time	Response time is within a range of an hour up to one day depending on the urgency and complexity.	COR & Contracting Officer monitoring
Task 3: The contractor shall constitute a CAB with a charter and regular meeting times.	Written copy of charter and schedule of meeting dates, times and record of discussions.	Meetings are held on regular schedule (no more than one missed meeting per year)	COR & Contracting Officer monitoring; deliverables
Task 4: The contractor shall provide protocols, IRB decisions and OMB packages	Complete versions of finalized protocols and OMB packages, records of IRB decisions	Documents are complete and late (> 72 hours) no more than 10% of due dates	COR & Contracting Officer monitoring; deliverables
Task 5: The contractor shall provide data files covering all research conducted.	Complete datasets and codebooks in appropriate formats	Datasets are 100% complete with evidence of all quality assurance checks. Codebooks are complete with all variables identified correctly and completely.	COR & Contracting Officer monitoring; deliverables
Task 6: The contractor shall provide data files covering all research conducted.	Complete datasets and codebooks in appropriate formats	Datasets are 100% complete with evidence of all quality assurance checks. Codebooks are complete with all variables identified correctly and completely.	COR & Contracting Officer monitoring; deliverables
Task 7: The contractor shall provide the community in which the intervention was conducted a summary of results and implications for community action.	Provision of results in a format and standard comprehensible to community members	Meeting(s) record	COR & Contracting Officer monitoring; deliverables
Task 8: The contractor shall lead development of 2 manuscripts and 2 conference abstracts.	2 complete manuscripts formatted for journal submission; 2 conference abstracts formatted for submission.	CDC clears manuscripts and abstracts.	COR & Contracting Officer monitoring; deliverables

SECTION 9 – REFERENCE MATERIALS

- Curran GM, et al. Effectiveness-implementation hybrid designs: Combining elements of clinical effectiveness and implementation research to enhance public health impact. *Med Care* 2012; 50(3): 217–226. [Effectiveness-implementation Hybrid Designs - PMC \(nih.gov\)](#)
- Landes SJ, et al. An introduction to effectiveness-implementation hybrid designs. *Psychiatry Res* 2019; 280: 112513. [An Introduction to Effectiveness-Implementation Hybrid Designs - PMC \(nih.gov\)](#).

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Table 2: Detailed list of project goals with timeline dated from award date.

Project Goals and Timeline	Major Activities	Major Outcomes
Months 1 – 4 Prepare for Stage 1 implementation	<ul style="list-style-type: none"> Conduct area and population-level analyses to establish case for appropriate intervention sites and expanded coverage. Finalize selection of Stage 1 implementation partners that are ready to implement doxy PEP strategies. Draft protocols, workflows, and work with existing partners to understand capacity to provide services, including cost of services: <ul style="list-style-type: none"> Doxy PEP: filling prescriptions, integration with existing prevention services 	<ul style="list-style-type: none"> Baseline analysis for STI rates, prevention service provision and usage in priority populations. Identification of clinics/setting that can implement interventions quickly by assessing service availability and HIV/STI service uptake. Identification of implementation protocols and tools.
BEGIN STAGE 1 IMPLEMENTATION		
Months 6 – 15 Conduct Stage 1 implementation study to first endpoint analysis	Conduct data-informed implementation activities (e.g., RE-AIM , CFIR) to integrate doxy PEP into existing prevention and increase their use in the relevant populations.	Activity and data briefs to include: <ul style="list-style-type: none"> Priority population demographics (e.g., SOGI, HIV status, PrEP status) Implementation methods, effects on service availability and uptake, record of changes to implementation and effects (iterative process) Doxy PEP eligibility and uptake numbers POCT eligibility, screening, identification, and uptake numbers Numerator data on EHE indicators. Interim and preliminary analyses as needed, including cost-effectiveness analyses.
Months 3 - 7 Grow community engagement and involvement for Stage 1 feedback and Stage 2 design	Form Community Action Groups to provide input into research (Stage 1), and central points for management and assurance of a community-driven approach to implementation in Stage 2.	Established Community Action Model with data on engagement and involvement in design and operationalization of Stage 2.
Months 5 – 12 Prepare for Stage 2	<ul style="list-style-type: none"> Conduct formative activities through or in close cooperation with local organizations engaged with HIV/STI 	<ul style="list-style-type: none"> Expansion of HIV workforce capacity through network of providers.

implementation (doxy PEP)	<p>prevention and care, e.g.:</p> <ul style="list-style-type: none"> Doxy PEP: CBOs, clinics, including STI clinics, other healthcare facilities, jails, pharmacies. Develop partnerships in conjunction with community expertise (populations and providers). 	
BEGIN STAGE 2 IMPLEMENTATION: Month 15		
Months 15 – 30 Conduct Stage 2 implementation study to endpoint analysis	Conduct data-informed implementation activities (e.g., RE-AIM, CFIR) to expand use of doxy PEP and to identify effective implementation approaches that are scalable and demonstrate impact on STI rates and EHE indicators.	<p>Activity and data briefs to include:</p> <ul style="list-style-type: none"> Priority population demographics (e.g., SOGI, HIV status, PrEP status) Implementation approaches and impact including effects on service availability and uptake, record of any changes to implementation and effects on Doxy PEP/POCT eligibility and uptake numbers Numerator data on EHE indicators. Proportion of expanded network engaged in implementation and contributions to coverage. Interim and preliminary analyses as needed, including cost-effectiveness analyses.
Months 16 - 18 Evaluate Stage 1 process and outcomes	Conduct primary outcome analysis for Stage 1 settings.	<p>Primary outcomes include:</p> <ul style="list-style-type: none"> Coverage, identification, and uptake (proportion of eligible populations in Stage 1 settings) STI outcomes EHE indicator information Cost effectiveness of implementation strategies.
Months 31 – 35 Evaluate Stage 2 process and outcomes: doxy PEP	<p>Conduct primary outcome analyses for Stage 2 settings. May incorporate Stage 1 findings as baseline for Stage 2.</p> <p>Analyses for each intervention conducted separately. Conjoint analyses possible if methodologically sound.</p>	<p>IMPACT ANALYSES: Primary outcomes include:</p> <ul style="list-style-type: none"> Coverage, identification, and uptake (e.g., proportion of eligible populations for doxy PEP across the 14 jurisdictions) STI outcomes EHE indicator information Additional measures on prevention and health equity impact Cost-effectiveness of implementation strategies
Months 31 – 36 Evaluate Stage 2 process and outcomes: Workforce and community	<p>Conduct process and outcome analysis for effectiveness of:</p> <ul style="list-style-type: none"> Community action models. HIV workforce capacity expansion 	<ul style="list-style-type: none"> Effectiveness of community action models in facilitating prevention and equity impact Evaluation of state of HIV workforce capacity, to include MCAPP-eligible entities. Service effects and process analyses
Months 31 – 36 Facilitate sustainability, scale-up to other	Create and finalize program implementation toolkits, instructional materials/manuals, and communications/marketing materials in appropriate languages.	<ul style="list-style-type: none"> Suite of program-relevant tools for easy adaptation and implementation in new settings and jurisdictions.

jurisdictions		
Months 36 – 48 Complete analyses and disseminate scientific findings	Write manuscripts for publication in scientific journals, prepare abstracts for presentation at scientific and other conferences.	<ul style="list-style-type: none"> • Manuscripts ready for publication • Abstracts ready for submission to conferences

SECTION 10 – ADDITIONAL REQUIREMENTS

Section 508 Compliance

Electronic and Information Technology Accessibility

- (a) Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Standards (36 CFR part 1194), require that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.
- (b) Accordingly, any offeror responding to this solicitation must comply with established HHS EIT accessibility standards. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of the Section 508 Final Provisions can be accessed at <http://www.access- aboard.gov/sec508/standards.htm>.
- (c) The Section 508 accessibility standards applicable to this contract are: 1194.

205 WCAG 2.0 Level A & AA Success Criteria

302 Functional Performance Criteria

502 Inoperability with Assistive Technology

504 Authoring Tools

602 Support Documentation

603 Support Services

In order to facilitate the Government's determination whether proposed EIT supplies meet applicable Section 508 accessibility standards, offerors must submit an HHS Section 508 Product Assessment Template, in accordance with its completion instructions. The purpose of the template is to assist HHS acquisition and program officials in determining whether proposed EIT supplies conform to applicable Section 508 accessibility standards. The template allows offerors or developers to self-evaluate their supplies and documentation detail - whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the HHS Section 508 Evaluation Template are available under Section 508 policy on the HHS Web site <http://hhs.gov/web/508>.

In order to facilitate the Government's determination whether proposed EIT services meet applicable Section 508 accessibility standards, offerors must provide enough information to assist the Government in determining that the EIT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.

- (d) Respondents to this solicitation must identify any exception to Section 508 requirements. If a offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies or services delivered do not conform to the accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.
- (e) Electronic content must be accessible to HHS acceptance criteria. Checklist for various formats are available at <http://508.hhs.gov/>, or from the Section 508 Coordinator listed at <https://www.hhs.gov/web/section-508/additional-resources/section-508-contacts/index.html>. Materials that are final items for delivery should be accompanied by the appropriate checklist, except upon approval of the Contracting Officer or Representative.

CONTRACT CLAUSES

The clauses under the Indefinite Delivery/Indefinite Quantity contract are applicable to this Request for Task Order Proposal (RFTOP) under the STI IMPACT RESEARCH CONSORTIUM for the National Center for HIV, Viral Hepatitis, STD, and TB Prevention (NCHHSTP).

See the STIIRC IDIQ contract Clauses.

FAR 52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)

(a) Definitions. As used in this clause—

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)—

- (1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—
 - (i) Of that equipment; or
 - (ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
- (2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
- (3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.
- (b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.
- (c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.
(End of clause)

FAR 52.227-14 Rights in Data-General (May 2014)

(a) Definitions. As used in this clause-

Computer database or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software-

- (1) Means (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and
(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Form, fit, and function data means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

Limited rights means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

Limited rights data means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

Restricted computer software means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

Restricted rights, as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

Technical data means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

Unlimited rights means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

- (b) Allocation of rights. (1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-
- (i) Data first produced in the performance of this contract;
 - (ii) Form, fit, and function data delivered under this contract;
 - (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
 - (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.
- (2) The Contractor shall have the right to-
- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
 - (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
 - (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
 - (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.
- (c) Copyright- (1) Data first produced in the performance of this contract. (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.
- (ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).
- (iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.
- (2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-
- (i) Identifies the data; and
 - (ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.
- (3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

- (d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-
- (1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);
 - (2) As expressly set forth in this contract; or
- (3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.
- (e) Unauthorized marking of data. (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.
- (i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;
 - (ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.
 - (iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.
- (2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.
- (3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.
- (f) Omitted or incorrect markings. (1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.
- (2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

- (i) Identifies the data to which the omitted notice is to be applied;
 - (ii) Demonstrates that the omission of the notice was inadvertent;
 - (iii) Establishes that the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.
- (3) If data has been marked with an incorrect notice, the Contracting Officer may-
- (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or
 - (ii) Correct any incorrect notices.
- (g) Protection of limited rights data and restricted computer software. (1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-
- (i) Identify the data being withheld; and
 - (ii) Furnish form, fit, and function data instead.
- (2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.
- (3) [Reserved]
- (h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.
- (i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days prior to contract ending.

(End of clause)

FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 48 months.

(End of Clause)

HHSAR 352.211-3 Paperwork Reduction Act (Dec 2015)

- (a) This contract involves a requirement to collect or record information calling either for answers to identical questions from 10 or more persons other than Federal employees, or information from Federal employees which is outside the scope of their employment, for use by the Federal government or disclosure to third parties; therefore, the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.) shall apply to this contract. No plan, questionnaire, interview guide or other similar device for collecting information (whether repetitive or single time) may be used without the Office of Management and Budget (OMB) first providing clearance. Contractors and the Contracting Officer's Representative shall be guided by the provisions of 5 CFR part 1320, Controlling Paperwork Burdens on the Public, and seek the advice of the HHS operating division or Office of the Secretary Reports Clearance Officer to determine the procedures for acquiring OMB clearance.
- (b) The Contractor shall not expend any funds or begin any data collection until the Contracting Officer provides the Contractor with written notification authorizing the expenditure of funds and the collection of data. The Contractor shall allow at least 120 days for OMB clearance. The Contracting Officer will consider excessive delays caused by the Government which arise out of causes beyond the control and without the fault or negligence of the Contractor in accordance with the Excusable Delays or Default clause of this contract.
- (End of clause)

HHSAR 352.237-75 Key Personnel (Dec 2015)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of Clause)

CDCA_H009 Key Personnel (Jan 2021)

The key personnel cited below are considered essential to the work performed under the contract. Pursuant to the terms of HHSAR Clause 352.237-75, Key Personnel, the Contractor shall not replace or divert any of these individuals without the written consent of the Contracting Officer.

Personnel	Title	Entity
Matthew Golden, MD, MPH	PI	University of Washington
Chase Cannon, MD, MPH	Protocol chair	University of Washington
Kristin Beima-Sofie, PhD	Co-I	University of Washington
Arianna Means, PhD, MPH	Co-I	University of Washington
Monisha Sharma, PhD	Co-I	University of Washington
Robert Bolan, MD	LA Site PI	Los Angeles LGBT Center
Preeti Pathela, DrPH, MPH	NYC Site PI	NY City Dept. of Health and Mental Hygiene
Stephanie Cohen, MD, MPH	Consultant	San Francisco Department of Public Health
Oliver Bacon, MD, MPH	Consultant	San Francisco Department of Public Health

Theresa Cullen, MD	AZ Site PI	Clinical and public health
Rebecca Cohen, MD, MPH	LACDPH, Site PI	Clinical and public health
Siri Chirumamilla, MD, MPH	LACDPH, Co-I	Clinical and public health
Shobita Rajagopalan, MD MPH	LA County, Co-I	Clinical and public health
Audrey South, PhD	Columbus, OH, Co-I	Public health, health policy

HHSAR 352.232-71: Electronic Submission of Payment Requests (Feb 2022)

(a) *Definitions.* As used in this clause—

(1) “*Payment request*” means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), “Content of Invoices” and the applicable Payment clause included in this contract.

- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.
- (c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with HHS procedures.
- (d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

(End of clause)

CDC0_H049 Non-Disclosure Agreement for Contractor and Contractor Employees (Jun 2020)

- (a) The contractor and contractor employees shall prepare and submit Non-Disclosure Agreements (NDA) to the Contracting Officer prior to access of government information or the commencement of work at CDC.
- (b) The NDAs, at Exhibit I and II, are required in service contracts where contractor's employees will have access to non-public and procurement-sensitive information while performing functions in support of the Government. The NDA also requires contractor's employees properly identify themselves as employees of a contractor when communicating or interacting with CDC employees, employees of other governmental entities, and members of the public (when communication or interaction relates to the contractor's work with the CDC). The Federal Acquisition Regulation (FAR) 37.114 (c), states “All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public or Congress that they are Government officials, unless, in the judgment of the agency, no harm can come from failing to identify themselves. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.”
- (c) The contractor shall inform contractor employees of the identification requirements by which they must abide and monitor employee compliance with the identification requirements.
- (d) During the contract performance period, the contractor is responsible to ensure that all additional or replacement contractors' employees sign an NDA and it is submitted to the Contracting Officer prior to commencement of their work with the CDC.
- (e) Contractor employees in designated positions or functions that have not signed the appropriate NDA shall not have access to any non-public, procurement sensitive information or participate in government meetings where sensitive information may be discussed.
- (f) The Contractor shall prepare and maintain a current list of employees working under NDAs and submit to the Contracting Officer upon request during the contract period of performance. The list shall at a minimum include: contract number, employee's name, position, date of hire and NDA requirement.

EXHIBIT I**Centers for Disease Control and Prevention (CDC)
Contractor Non-Disclosure Agreement****I. Non-public Information**

[Name of contractor] understands that in order to fulfill the responsibilities pursuant to [contract name and number] between the Centers for Disease Control and Prevention and [Name of CDC contractor] dated [date], employees of [contractor] will have access to non-public information, including confidential and privileged information contained in government-owned information technology systems. For purposes of this agreement, confidential information means government information that is not or will not be generally available to the public. Privileged information means information which cannot be disclosed without the prior written consent of the CDC.

In order to properly safeguard non-public information, [contractor] agrees to ensure that prior to being granted access to government information or the commencement of work for the CDC, whichever is applicable, all contractor employees will sign a Non-Disclosure Agreement (NDA) provided by the CDC prior to beginning work for the CDC. Contractor agrees to submit to the Contracting Officer the original signed copies of NDAs signed by the contractor's employees in accordance with the instructions provided by the Contracting Officer. Failure to provide signed NDAs in accordance with this agreement and instructions provided by the Contracting Officer could delay or prevent the employee from commencing or continuing work at the CDC until such agreement is signed and returned to the Contracting Officer.

Contractor further agrees that it will not cause or encourage any employee to disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual other than an authorized Government employee any non-public information that the employee may obtain in connection with the performance of the employee's responsibilities to the CDC.

II. Procurement-Sensitive Information

Contractor further agrees that it will not cause or encourage any employee to disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual, other than an authorized Government employee, any procurement-sensitive information gained while in connection with fulfilling the employee's responsibilities at the CDC. For purposes of this agreement, procurement-sensitive information includes, but is not limited to, all information in Statements of Work (SOW), Procurement Requests (PR), and Requests for Proposal (RFP); Responses to RFPs, including proposals, questions from potential offerors; non-public information regarding procurements; all documents, conversations, discussions, data, correspondence, electronic mail (e-mail), presentations, or any other written or verbal communications relating to, concerning, or affecting proposed or pending solicitations or awards; procurement data; contract information plans; strategies; source selection information and documentation; offerors' identities; technical and cost data; the identity of government personnel involved in the solicitation; the schedule of key technical and procurement events in the award determination process; and any other information that may provide an unfair competitive advantage to a contractor or potential contractor if improperly disclosed to them, or any of their employees.

Contractor understands and agrees that employee access to any procurement-sensitive information may create a conflict of interest which will preclude contractor from becoming a competitor for any acquisition(s) resulting from this information. Therefore, if an employee participates in any discussions relating to procurement-sensitive information, assists in developing any procurement-sensitive information, or otherwise obtains any procurement-sensitive information while performing duties at the CDC, contractor understands and agrees that contractor may be excluded from competing for any acquisition(s) resulting from this information.

III. Identification of Non-Government Employees

Contractor understands that its employees are not agents of the Government. Therefore, unless otherwise directed in writing by the CDC, contractor agrees to assist and monitor employee compliance with the following identification procedures:

- A. At the beginning of interactions with CDC employees, employees of other governmental entities, and members of the public (when such communication or interaction relates to the contractor's work with the CDC), contractors' employees will identify themselves as an employee of a contractor.
- B. Contractors' employees will include the following disclosures in all written communications, including outgoing electronic mail (e-mail) messages, in connection with contractual duties to the CDC:

Employee's name

Name of contractor

Center or office affiliation

Centers for Disease Control and Prevention

- C. At the beginning of telephone conversations or conference calls, contractors' employees will identify themselves as an employee of a contractor.
- D. Contractors' employees should not wear any CDC logo on clothing, except for a CDC issued security badge while carrying out work for CDC or on CDC premises. The only other exception is when a CDC management official has granted permission to use the CDC logo.
- E. Contractors' employees will program CDC voice mail message to identify themselves as an employee of a contractor.

I understand that federal laws including, 18 U.S.C. 641 and 18 U.S.C. 2071, provide criminal penalties for, among other things, unlawfully removing, destroying or converting to personal use, or use of another, any public records. Contractor acknowledges that contractor has read and fully understands this agreement.

Name of contractor: _____

Signature of Authorized Representative of Contractor: _____

Date: _____

Copies retained by: Contracting Officer and contractor

EXHIBIT II**Centers for Disease Control and Prevention (CDC)
Contractors' Employee Non-Disclosure Agreement****I. Non-Public Information**

I understand that in order to fulfill my responsibilities as an employee of [Name of CDC contractor], I will have access to non-public information, including confidential and privileged information contained in government-owned information technology systems. For purposes of this agreement, confidential information means government information that is not or will not be generally available to the public. Privileged information means information which cannot be disclosed without the prior written consent of the CDC.

I, [Name of Employee], agree to use non-public information only in performance of my responsibilities to the CDC. I agree further that I will not disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual other than an authorized Government employee, any non-public information that I may obtain in connection with the performance of my responsibilities to the CDC.

II. Procurement-Sensitive Information

I further agree that unless I have prior written permission from the CDC, I will not disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual other than an authorized Government employee, any procurement-sensitive information gained in connection with the performance of my responsibilities to the CDC. I specifically agree not to disclose any non-public, procurement-sensitive information to employees of my company or any other organization unless so authorized in writing by the CDC. For purposes of this agreement, procurement-sensitive information includes, but is not limited to, all information in Statements of Work (SOW), Procurement Requests (PR), and Requests for Proposal (RFP); Responses to RFPs, including proposals, questions from potential offerors; non-public information regarding procurements; all documents, conversations, discussions, data, correspondence, electronic mail (e-mail), presentations, or any other written or verbal communications relating to, concerning, or affecting proposed or pending solicitations or awards; procurement data; contract information plans; strategies; source selection information and documentation; offerors' identities; technical and cost data; the identity of government personnel involved in the acquisition; the schedule of key technical and procurement events in the award determination process; and any other information that may provide an unfair competitive advantage to a contractor or potential contractor if improperly disclosed to them, or any of their employees.

I understand and agree that my access to any procurement-sensitive information may create a conflict of interest which will preclude me, my current employer, or a future employer from becoming a competitor for any resulting government acquisition derived from this information. Therefore, if I participate in any discussions relating to procurement-sensitive information, assist in developing any procurement-sensitive information, or otherwise obtain any procurement-sensitive information while performing my duties at the CDC, I understand and agree that I, my current employer, and any future employer(s) may be excluded from competing for any resulting acquisitions.

III. Special Non-Disclosure Agreement for Contractors with Access to CDC Grants Management and Procurement-Related Information Technology Systems

In addition to complying with the non-disclosure requirements and safeguards stated above, I understand that my authorization to use CDC's grants management and procurement systems is strictly limited to the access and functions necessary for the performance of my responsibilities to the CDC and which have been approved in advance by the CDC. I understand that I am not authorized to enter procurement requests for any requirements pertaining to contracts or subcontracts held by me or my employer.

IV. Identification as a Non-Government Employee

I understand that as an employee of a government contractor, I represent an independent organization and I am not an agent of the Government. Therefore, I agree that unless I have prior written authorization from the CDC, I will, at the beginning of interactions with CDC employees, employees of other governmental entities, members of the public (when such communication or interaction relates to the contractor's work with the CDC), identify myself as an employee of a contractor. I further agree to use the following identification procedures in connection with my work at the CDC:

- A.** I will include the following disclosures in all written communications, including outgoing electronic mail (e-mail) messages:

Employee's name
Name of contractor
Center or office affiliation
Centers for Disease Control and Prevention

- B.** I will identify myself as an employee of a contractor at the beginning of telephone conversations or conference calls;
- C.** I will not wear any CDC logo on clothing, except for a CDC issued security badge while carrying out work for CDC or on CDC premises; the only other exception is when a CDC management official has granted permission to use the CDC logo.
- D.** I will program my CDC voice mail message to identify myself as a contractors' employee.

I understand that federal laws including, 18 U.S.C. 641 and 18 U.S.C. 2071, provide criminal penalties for, among other things, unlawfully removing, destroying or converting to personal use, or use of another, any public records. I acknowledge that I have read and fully understand this agreement.

Name of contractor: _____

Name of Employee: _____

Signature of Employee: _____

Date: _____

Copies retained by: Contracting Officer, contractor, and Contractor Employee

FAR 52.204-30 Federal Acquisition Supply Chain Security Act Orders – Prohibition Alt II (Dec 2023)

(a) Definitions. As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

- (1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

- (1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;

- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) Prohibition. (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

Yes ☒ No ☐ DHS FASCSA order

Yes ☐ No ☒ DoD FASCSA order

Yes ☐ No ☒ DNI FASCSA order

- (2) The Contractor shall search for the phrase “FASCSA order” in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders identified in paragraph (b)(1) of this clause.
- (3) The Government may identify in the request for quotation (RFQ) or in the notice of intent to place an order additional FASCSA orders that are not in SAM, but are effective and apply to the order.
- (4) A FASCSA order issued after the date of the RFQ or the notice of intent to place an order applies to this contract only if added by an amendment to the RFQ or in the notice of intent to place an order or added by modification to the order (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)(i) If the contractor wishes to ask for a waiver, the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (b)(5)(i) of this clause to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and may instead make award to an offeror that does not require a waiver.

(c) Notice and reporting requirement.

(1) During contract performance, the Contractor shall review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)

(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

- (A) Contract number;
 - (B) Order number(s), if applicable;
 - (C) Name of the product or service provided to the Government or used during performance of the contract;
 - (D) Name of the covered article or source subject to a FASCSA order;
 - (E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
 - (F) Brand;
 - (G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
 - (H) Item description; and
 - (I) Any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:
- (A) Any further available information about mitigation actions undertaken or recommended.
- (B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.
- (d) Removal. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.
- (e) Subcontracts.
- (1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
- (2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.
- (End of clause)

From: [CDC Contracts](#)
To: [Office Of Sponsored Programs](#)
Subject: Notice of Termination for Convenience
Date: Tuesday, April 22, 2025 8:52:43 PM

NOTICE OF TERMINATION FOR CONVENIENCE — 75D30123D15973 75D30124F00002

UNIVERSITY OF WASHINGTON

SUBJECT: Notice Of Termination For Convenience Contract No. 75D30123D15973 75D30124F00002

Dear Carol:

This email is to notify you that the Government is Terminating for Convenience the subject contract. In accordance with the terms and conditions of the contract, your company shall immediately stop work.

If you have questions or comments, please respond to email: contracts@cdc.gov.

Sincerely,

David Serwitz
Contracting Officer

Office of Acquisition Services



Department of Health and Human Services
Health Resources and Services Administration

Notice of Award
FAIN# H7600158
Federal Award Date: 05/07/2025

Recipient Information

1. Recipient Name
LOS ANGELES LGBT CENTER
1625 Schrader Blvd
Los Angeles, CA 90028-6213
2. Congressional District of Recipient
30
3. Payment System Identifier (ID)
1953567895A1
4. Employer Identification Number (EIN)
953567895
5. Data Universal Numbering System (DUNS)
077235034
6. Recipient's Unique Entity Identifier
P81BR8HLB7C8
7. Project Director or Principal Investigator
Mark Beaty
Director of Finance - Health Services
mbeaty@lalgbtcenter.org
(323)993-7619
8. Authorized Official
Miguel Medel
Senior Director of Finance and Accounting
mmedel@lalgbtcenter.org
(323)993-7618

Federal Agency Information

9. Awarding Agency Contact Information
Whitney Watkins
Grants Management Specialist
Office of Federal Assistance Management (OFAM)
Division of Grants Management Office (DGMO)
wwatkins@hrsa.gov
(301) 287-0153
10. Program Official Contact Information
Tarsha Moore
HIV/AIDS Bureau (HAB)
tmoore2@hrsa.gov
(301) 945-3393

Federal Award Information

11. Award Number
6 H76HA00158-34-01
12. Unique Federal Award Identification Number (FAIN)
H7600158
13. Statutory Authority
42 U.S.C. § 300ff-51-67; 300ff-121
14. Federal Award Project Title
Ryan White Part C Outpatient EIS Program
15. Assistance Listing Number
93.918
16. Assistance Listing Program Title
Grants to Provide Outpatient Early Intervention Services with Respect to HIV Disease
17. Award Action Type
Administrative
18. Is the Award R&D?
No

Summary Federal Award Financial Information

19. Budget Period Start Date 01/01/2025 - End Date 12/31/2025	
20. Total Amount of Federal Funds Obligated by this Action	\$197,208.00
20a. Direct Cost Amount	
20b. Indirect Cost Amount	\$0.00
21. Authorized Carryover	\$0.00
22. Offset	\$0.00
23. Total Amount of Federal Funds Obligated this budget period	\$460,152.00
24. Total Approved Cost Sharing or Matching, where applicable	\$0.00
25. Total Federal and Non-Federal Approved this Budget Period	\$460,152.00
26. Project Period Start Date 01/01/2025 - End Date 12/31/2027	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$460,152.00

28. Authorized Treatment of Program Income
Addition
29. Grants Management Officer – Signature
Inge Cooper on 05/07/2025

30. Remarks



Notice of Award
Award Number: 6 H76HA00158-34-01
Federal Award Date: 05/07/2025

HIV/AIDS Bureau (HAB)

<div><div>31. APPROVED BUDGET: (Excludes Direct Assistance)</div><div><div><input checked="" type="checkbox"/> Grant Funds Only</div><div><input type="checkbox"/> Total project costs including grant funds and all other financial participation</div></div></div> <table><tr><td>a. Salaries and Wages:</td><td>\$0.00</td></tr><tr><td>b. Fringe Benefits:</td><td>\$0.00</td></tr><tr><td>c. Total Personnel Costs:</td><td>\$0.00</td></tr><tr><td>d. Consultant Costs:</td><td>\$0.00</td></tr><tr><td>e. Equipment:</td><td>\$0.00</td></tr><tr><td>f. Supplies:</td><td>\$0.00</td></tr><tr><td>g. Travel:</td><td>\$0.00</td></tr><tr><td>h. Construction/Alteration and Renovation:</td><td>\$0.00</td></tr><tr><td>i. Other:</td><td>\$460,152.00</td></tr><tr><td>j. Consortium/Contractual Costs:</td><td>\$0.00</td></tr><tr><td>k. Trainee Related Expenses:</td><td>\$0.00</td></tr><tr><td>l. Trainee Stipends:</td><td>\$0.00</td></tr><tr><td>m. Trainee Tuition and Fees:</td><td>\$0.00</td></tr><tr><td>n. Trainee Travel:</td><td>\$0.00</td></tr><tr><td>o. TOTAL DIRECT COSTS:</td><td>\$460,152.00</td></tr><tr><td>p. INDIRECT COSTS (Rate: % of S&W/TADC):</td><td>\$0.00</td></tr><tr><td> i. Indirect Cost Federal Share:</td><td>\$0.00</td></tr><tr><td> ii. Indirect Cost Non-Federal Share:</td><td>\$0.00</td></tr><tr><td>q. TOTAL APPROVED BUDGET:</td><td>\$460,152.00</td></tr><tr><td> i. Less Non-Federal Share:</td><td>\$0.00</td></tr><tr><td> ii. Federal Share:</td><td>\$460,152.00</td></tr></table>	a. Salaries and Wages:	\$0.00	b. Fringe Benefits:	\$0.00	c. Total Personnel Costs:	\$0.00	d. Consultant Costs:	\$0.00	e. Equipment:	\$0.00	f. Supplies:	\$0.00	g. Travel:	\$0.00	h. Construction/Alteration and Renovation:	\$0.00	i. Other:	\$460,152.00	j. Consortium/Contractual Costs:	\$0.00	k. Trainee Related Expenses:	\$0.00	l. Trainee Stipends:	\$0.00	m. Trainee Tuition and Fees:	\$0.00	n. Trainee Travel:	\$0.00	o. TOTAL DIRECT COSTS:	\$460,152.00	p. INDIRECT COSTS (Rate: % of S&W/TADC):	\$0.00	i. Indirect Cost Federal Share:	\$0.00	ii. Indirect Cost Non-Federal Share:	\$0.00	q. TOTAL APPROVED BUDGET:	\$460,152.00	i. Less Non-Federal Share:	\$0.00	ii. Federal Share:	\$460,152.00	<div><div>33. RECOMMENDED FUTURE SUPPORT:</div><div>(Subject to the availability of funds and satisfactory progress of project)</div><table><tr><th>YEAR</th><th>TOTAL COSTS</th></tr><tr><td>35</td><td>\$788,834.00</td></tr><tr><td>36</td><td>\$788,834.00</td></tr></table><div>34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)</div><table><tr><td>a. Amount of Direct Assistance</td><td>\$0.00</td></tr><tr><td>b. Less Unawarded Balance of Current Year's Funds</td><td>\$0.00</td></tr><tr><td>c. Less Cumulative Prior Award(s) This Budget Period</td><td>\$0.00</td></tr><tr><td>d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION</td><td>\$0.00</td></tr></table><div>35. FORMER GRANT NUMBER</div><div>CSH901889</div><div>36. OBJECT CLASS</div><div>41.51</div><div>37. BHCNIS#</div></div>	YEAR	TOTAL COSTS	35	\$788,834.00	36	\$788,834.00	a. Amount of Direct Assistance	\$0.00	b. Less Unawarded Balance of Current Year's Funds	\$0.00	c. Less Cumulative Prior Award(s) This Budget Period	\$0.00	d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$0.00
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d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$0.00																																																								

38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS:

a. The program authorizing statue and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.

39. ACCOUNTING CLASSIFICATION CODES						
FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
25 - 3770891	93.918	25H76HA00158	\$197,208.00	\$0.00	N/A	25H76HA00158

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. Funding beyond this budget period is contingent upon the availability of appropriated funds for this program, recipient satisfactory performance, program authority, compliance with the Terms and Conditions of the award, and a decision that continued funding is in the best interest of the Federal government.

This award action is based on HRSA's approval of the recipient's application and any modifications at the time of this award. Continued support for this award may be subject to other programmatic considerations to the extent permitted by law, including, but not limited to, Administration priorities and court orders.

Should additional federal funds not be available and/or shifting priorities affect the programmatic objectives of this award, the recipient will work with HRSA to revise any workplan tasks and budget in accordance with 45 CFR 75.308 (Revision of budget and program plans).

All prior terms and conditions remain in effect unless specifically removed.

Contacts

NoA Email Address(es):

Name	Role	Email
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Mark Beaty	Program Director	mbeaty@lalgbtcenter.org
Miguel Medel	Authorizing Official	mmedel@lalgbtcenter.org

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).

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**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
 JEFFREY KLEIN, CHIEF
 OPERATING OFFICER OF THE NEW
 YORK LGBT CENTER, IN SUPPORT
 OF PLAINTIFFS' MOTION FOR
 PRELIMINARY INJUNCTION**

1 I, Jeffrey Klein, hereby state as follows:

2 1. I am the Chief Operating Officer for Plaintiff The Lesbian and Gay Community
3 Services Center, Inc. d/b/a The LGBT Community Center (“NY LGBT Center”). The NY LGBT
4 Center is a not-for-profit 501(c)(3) organization based in New York, NY. We were established in
5 1983 at the height of the AIDS crisis to provide a safe and affirming place for LGBTQ+ New
6 Yorkers to respond to the urgent threats facing the community. Over the last 40 years, the NY
7 LGBT Center has grown to meet the changing needs of New York’s LGBTQ+ community,
8 including providing culturally responsive services to crime victims and survivors from historically
9 underserved, marginalized, and disproportionately impacted LGBTQ+ communities.

10 2. On February 24, 2025, I executed a Declaration (ECF No. 47-7) in support of
11 Plaintiffs’ Complaint and Motion for a Preliminary Injunction, filed on March 3, 2025 (ECF No.
12 47) to prevent Defendant agencies and their leadership from enforcing Executive Order No. 14168
13 “Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the
14 Federal Government” (“Gender Order”), issued January 20, 2025; Executive Order No. 14151
15 “Ending Radical and Wasteful DEI Programs and Preferencing” (“DEI-1 Order”), issued January
16 20, 2025; and Executive Order No. 14173 “Ending Illegal Discrimination and Restoring Merit-
17 Based Opportunity” (“DEI-2 Order”), issued January 21, 2025 (collectively, the “Executive
18 Orders”), and related agency directives.

19 Department of Justice Grant Termination

20 3. Since executing that Declaration on February 24, 2025, I learned that Defendant
21 Department of Justice (“DOJ”) has terminated one of our Federal Grants, Award Number
22 15POVC-24-GK-03050-NONF. I am submitting this supplemental declaration to inform the Court
23 of these recent developments and the negative impacts they have had and will continue to have on
24 NY LGBT Center and the people it serves. The Notice of Funding Opportunity from DOJ is
25 attached as **Exhibit A**.

26 4. On September 27, 2024, the U.S. Department of Justice Office of Justice Programs
27

(OJP), Office for Victims of Crime (OVC), awarded The NY LGBT Center grant number 15POVC-24-GK-03050-NONF under the FY24 Meeting the Basic Needs of Underserved Crime Victims funding program. The total federal award was \$200,000, intended to run from October 1, 2024, through September 30, 2026. The award letter from the Department of Justice is attached as **Exhibit B.**

5. This grant specifically supports The NY LGBT Center's project, "Meeting the Basic Needs of Underserved LGBTQ+ Crime Victims," designed to provide wraparound, trauma-informed, victim-centered, and culturally responsive services.

6. These services include transportation assistance such as metro cards for survivors to attend medical, legal, or housing appointments; food assistance through grocery gift cards and emergency food pantries; clothing provisions for individuals escaping abusive situations or other crises; health education; access to mental health services including crisis counseling; legal services including assistance with filing claims through the New York State Office of Victim Services; and assistance with immigration-related legal needs.

7. The NY LGBT Center's services are provided in a linguistically and culturally appropriate manner, with translation and interpretation services available in over 200 languages, including American Sign Language.

8. The NY LGBT Center has observed a significant increase in service utilization from assisting 27 survivors in 2021 to 336 unique individuals annually through the end of 2024, the dramatic rise in service demand demonstrates substantial unmet needs among LGBTQ+ crime victims in New York City.

9. The NY LGBT Center employs highly qualified staff, including multilingual case managers and intake specialists experienced in providing trauma-informed, culturally competent services, and has made substantial investments in meeting the DOJ's objectives and compliance requirements. Terminating the grant mid-term significantly disrupts our ability to provide essential services, leaving vulnerable crime victims without critical support.

1 10. The loss of this grant funding would result in terminating or furloughing the
2 employee hired specifically under this grant. Additionally, The NY LGBT Center would no longer
3 be able to provide essential food or clothing assistance to victims of domestic violence seeking
4 support, severely impacting our operational capabilities and leaving vulnerable LGBTQ+ crime
5 victims without critical resources. Without this funding, transportation support, crisis intervention,
6 and culturally specific legal assistance would also be severely curtailed.

7 11. The termination letter states that the award has been terminated because it ““no
8 longer effectuates the program goals or agency priorities.” A copy of the termination letter is
9 attached as **Exhibit C**.

10 12. We do not understand the rationale behind the termination and this grant falls within
11 the statutory mandate under 34 U.S.C. § 10112(a) and 34 U.S.C.A. § 12291(a)(8), which require
12 the DOJ's Office of Justice Programs (OJP) to prioritize funding for culturally specific services
13 targeting racial and ethnic minority groups, explicitly including LGBTQ+ communities
14 historically impacted by inequality and victimization.

15 13. By terminating this grant, OJP directly contravenes its mandate to address barriers
16 faced by culturally specific organizations and undermines the federally recognized need to support
17 underserved, marginalized communities through culturally competent and responsive victim
18 services.

19 Substance Abuse and Mental Health Services Administration (SAMSHA) Grants

20 14. As outlined in my prior declaration (ECF No. 47-7 ¶¶ 14, 22-25) The NY LGBT
21 Center receives substantial funding from the Substance Abuse and Mental Health Services
22 Administration (SAMHSA) to support a wide range of behavioral health and substance use
23 programs tailored to meet the specific needs of LGBTQ+ communities in New York City.

24 15. This funding is critical to addressing the intersecting challenges of substance use,
25 mental health, and HIV risk that disproportionately affect LGBTQ+ individuals, particularly
26 youth, people of color, and transgender and gender nonconforming communities. Through
27

multiple SAMHSA grants, The NY LGBT Center provides vital services such as counseling, outreach, education, HIV prevention, and capacity building for affirming care. These programs not only provide direct support to clients but also strengthen the broader network of service providers through specialized training and technical assistance to ensure culturally competent care for LGBTQ+ populations.

16. A core requirement of these grants is that The NY LGBT Center periodically report to SAMHSA on how the funds are being used to serve our communities. However, SAMHSA has now advised us that we should not use certain terms or risk grant termination. They include:

- a. Diversity, Equity, Inclusion, Cultural Competence, Culturally-informed, DEI;
- b. He/She/They/Them, Inclusivity, Nonbinary / Non binary / Non-binary, Transgender, LGBTQ, LGBTQ+.

17. We were also instructed by the agency that in order to request reimbursement for payment under this grant, we must include in the payment justification that states, “We also certify that the costs do not violate the Executive Orders Ending Radical and Wasteful Government DEI Programs and Preferencing and Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.”

18. This directive makes it functionally impossible for the NY LGBT Center to comply with its reporting obligations while accurately describing the populations it serves and the services it provides. The NY LGBT Center’s programming is explicitly designed to address the health and social disparities experienced by LGBTQ+ people, especially transgender and nonbinary individuals and LGBTQ+ people of color.

19. Without the ability to describe its work in these terms, The NY LGBT Center cannot truthfully report on its activities, which places it at risk of noncompliance with grant conditions. At the same time, complying with these restrictions would force The NY LGBT Center to erase the identities of the very people it exists to serve. This contradiction creates an unresolvable conflict: The NY LGBT Center cannot meet the federal directives without

1 abandoning the purpose and integrity of its services, nor can it continue to meet its grant
2 obligations without risking termination for using prohibited language. The ambiguity and
3 overreach of these restrictions make compliance not only unclear but fundamentally impossible.

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

3 Dated: May 15, 2025

Respectfully submitted,

4
5 
6 Jeffrey Klein



U.S. Department of Justice
Office of Justice Programs
Office for Victims of Crime

OMB No. 1121-0329
Approval Expires 02/28/2027

OVC FY24 Meeting the Basic Needs of Crime Victims in Underserved Communities

Funding Opportunity #: O-OVC-2024-172164

Grant amount: Up to \$200,000

Project length: 24 months

Is your organization a Nonprofit organization? (Your nonprofit may, but does not have to, have 501(c)(3) status with the IRS, to be eligible. Institutions of higher education, even if nonprofit, are not eligible.)

Or, is your organization a Native American Tribal organization? (Federally recognized Tribal governments are not eligible.)

Can your organization use grant funding to provide for the basic needs of crime victims, such as transportation, temporary and transitional housing, clothing, food, and other items necessary for their well-being, healing, or safety?

Does your organization have experience providing direct services to crime victims in communities that have been historically marginalized, adversely affected by inequality, and disproportionately impacted by crime, violence, and victimization?

If yes, you are eligible for funding.

Deadline to submit SF-424 and SF-LLL in Grants.gov: **July 29, 2024, by 8:59 p.m. Eastern Time**

Deadline to submit application in JustGrants: **August 1, 2024, by 8:59 p.m. Eastern Time**

OVC will hold a webinar on June 18, 2024, and June 20, 2024, at 3:00 p.m. ET to review this opportunity and answer questions from participants. Register for the webinars at <https://ovc.ojp.gov/funding/funding-webinars>.

This funding opportunity is testing a new design and approach, and we'd love to have your feedback. Please send thoughts and questions to MBNCV@usdoj.gov.

This funding opportunity includes:

- Simple, clear language
- An option to submit your Project Plan through a questionnaire, a video submission, or an oral presentation.

BEFORE YOU BEGIN AN APPLICATION

Make sure your organization is eligible. Your organization is eligible if you are:

- ☐ A Native American Tribal organization (other than Federally recognized Tribal governments)
- ☐ A nonprofit, whether or not you have 501(c)(3) status with the IRS (institutions of higher education, even if nonprofit, are not eligible)

If you believe you are a good candidate for this grant, start or confirm your [SAM.gov](https://sam.gov) and [GRANTS.gov](https://grants.gov) registration now.

Register in [SAM.gov](https://sam.gov) or make sure your registration is up to date. Begin as soon as possible. **It can take over two weeks to register, and you will not be able to submit your application until you have finished the registration process.** The SAM Entity Registration page also includes a video that walks you through the registration process. If you need help, you can call 866-606-8220 or live chat with the [Federal Service Desk](https://sam.gov).

Get a Unique Entity Identifier (UEI). You get your UEI when you register in [SAM.gov](https://sam.gov).

Register in Grants.gov. See [how to register in Grants.gov](https://grants.gov).

THEN DO THIS

Read over this funding opportunity carefully before beginning the application.

Make sure that you understand OVC's purpose and priorities for this funding opportunity and what grantees will be expected to do.

Review the requirements of the award to make sure you can meet them if you get a grant.

Email MBNCV@usdoj.gov as soon as possible, but no later than the Grants.gov deadline of July 29, 2024, to let us know how you plan to submit your Project Plan.

Find the application package by going to Grants.gov and searching for opportunity number O-OVC-2024-172164.

Put together your full application as described in this funding opportunity. Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants.

Step 1: By July 29, 2024, at 8:59 p.m. ET, the applicant must register for this opportunity in Grants.gov at <https://grants.gov/register> and submit the required [Application for Federal Assistance standard form \(SF-424\)](#) and a [Disclosure of Lobbying Activities \(SF-LLL\)](#). **You should register in Grants.gov even if you are not certain you will apply just to be sure you won't miss this important deadline.**

Step 2: By August 1, 2024, at 8:59 p.m. ET, the applicant must submit the **full application**, including attachments, in JustGrants at [JustGrants.usdoj.gov](https://justgrants.usdoj.gov).

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Where can you learn more about this funding opportunity?

OVC will hold a webinar on June 18, 2024, and June 20, 2024, at 3:00 ET to review this opportunity and answer questions from participants. Register for the webinars at <https://ovc.ojp.gov/funding/funding-webinars>.

For questions about the requirements of this funding opportunity, or to give us feedback, please contact the Office for Victims of Crime, by email at MBNCV@usdoj.gov.

When preparing and submitting an application, the following resources may aid prospective applicants:

1. Grants.gov [“How to Apply for Grants”](#)
2. OJP [“How To Apply”](#) section in the Application Resource Guide
3. JustGrants [Application Submission Training](#)

For assistance with submitting the Application for [Federal Assistance standard form \(SF-424\)](#) and a [Disclosure of Lobbying Activities \(SF-LLL\)](#) in Grants.gov, see Grants.gov [“How to Apply for Grants”](#) or contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, Grants.gov Customer Support, or support@grants.gov. The Grants.gov Support Hotline is open 24 hours a day, 7 days a week, except on federal holidays.

For assistance with submitting the application in JustGrants, visit JustGrants [Application Submission Training](#) or contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. The JustGrants Service Desk operates from 7:00 a.m. to 9:00 p.m. ET Monday–Friday and from 9:00 a.m. to 5:00 p.m. ET on Saturday, Sunday, and federal holidays.



What is this funding opportunity about?

(Basic Information)

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office for Victims of Crime (OVC) is seeking applications from organizations that provide culturally responsive services to crime victims and survivors from communities that have been historically underserved, marginalized, adversely affected by inequality, and disproportionately impacted by crime, violence, and victimization. These victims often face barriers that prevent them from accessing critical services. Such barriers can isolate these victims and contribute to distrust of the government and government systems. Unaddressed needs can lead to long-term physical, emotional, social, and financial problems for survivors. Survivors from underserved communities are more inclined to seek services from organizations rooted in their communities that understand and are skilled at addressing the challenges specific to their communities. Through this funding opportunity, OVC will support services for victims by organizations that understand the complex, multilayered, culturally specific challenges that crime victims from these communities face when attempting to access assistance and services.¹

For example, your organization could use this grant to address these services related to crime victimization:

- a shortage of rental units that provide temporary or transitional housing for victims;
- inadequate funding for food (e.g., grocery gift cards, setting up/stocking a free food pantry);
- lack of funds for bus fare, subway or metro fare, ride-sharing expenses, and other transportation-related services;
- a need for clothing for adults, infants, children, or teens;
- covering expenses for job-readiness such as appropriate work attire, or fees for apprenticeship programs or skill building courses;
- additional staff or staff time to provide and oversee these services; or
- other challenges related to meeting the basic needs of underserved victims.

Cash transfers are not an allowable expense under this program. Special consideration will be given to organizations that have not received OVC funding since 2020.

Intake Specialist- ask Ryan but maybe Josey's role (maybe part-time)

\$12,000 for Food

\$5,000 for clothing

\$8,000 metro cards

Interpreter \$5,000

10% indirect

¹ Due to the high rates of victimization reported in certain communities, specifically communities with Native Hawaiian, American Indian/Alaska Native, Black, and Latino populations, organizations serving victims in these communities are encouraged to apply. Consideration of the unique needs of LGBTQI+ individuals is encouraged.

Who can apply? (*Eligibility*)

- Native American Tribal organizations (other than federally recognized Tribal governments)
- Nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education
- Nonprofits that do not have a 501(c)(3) status with the IRS, other than institutions of higher education

What will grantees do? (*Program Description*)

The goal of this program is to increase the availability and accessibility of basic services and assistance to crime victims and survivors from communities that have been historically underserved, marginalized, adversely affected by inequality, and disproportionately impacted by crime, violence, and victimization.

Grantees will have the opportunity to work with OVC's Financial Management Resource Center (FMRC), National Center for Culturally Responsive Victim Services, and other OVC technical assistance providers to build their capacity to manage their grant, develop programmatic and financial policies and procedures, complete the required financial and grants management training, develop formal agreements with project partners (if needed), and build organizational and programmatic capacity as necessary to support the implementation of the project, to include learning how to collect data necessary to assess project impact.

Once those programmatic and financial policies and procedures are in place and project staff have completed the training, grantees will be able to use this funding to deliver culturally relevant victim services and supports for crime victims in underserved communities and collect data to measure project impact and inform improvements in the delivery of services to victims of crime.

If your organization receives a grant, you will be expected to produce these products during the 24-month project period:

1. Programmatic and financial policies and procedures that describe how the organization delivers crime victim services.
2. Four financial reports and two progress reports each year that document how grant funds are being spent and that describe the progress of the project.
3. A final report that describes the whole project, including what services were offered and most used, who was served, areas of success, challenges faced, and lessons learned.

When are applications due?

(Submission Requirements and Deadlines)

Before you apply:

Email MBNCV@usdoj.gov as soon as possible, but no later than the Grants.gov deadline of July 29, 2024, to let OVC know how you plan to submit your Project Plan (via JustGrants questionnaire, video submission, or oral presentation) to receive detailed instructions for next steps. If you do not contact OVC prior to the Grants.gov deadline, then the project plan must be submitted via the questionnaire in JustGrants.

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants.

Step 1: By 8:59 p.m. ET on July 29, 2024, you must register for this opportunity in Grants.gov at <https://grants.gov/register> and submit the required [Application for Federal Assistance standard form \(SF-424\)](#) and a [Disclosure of Lobbying Activities \(SF-LLL\)](#).

Step 2: By 8:59 p.m. ET on August 1, 2024, you must submit your complete application in JustGrants at JustGrants.usdoj.gov.

You will receive emails when your materials are successfully submitted in Grants.gov and JustGrants and you should save all emails and other confirmations received from SAM.gov, Grants.gov, and JustGrants systems.

The full application must be submitted in JustGrants by 8:59 p.m. ET on August 1, 2024. Failure to begin the SAM.gov, Grants.gov, or JustGrants registration and application process in sufficient time (i.e., waiting until the due dates identified in this solicitation for those systems to begin the application steps) is not an acceptable reason to request an extension to the deadline.

Specific information about this funding opportunity

Solicitation Short Title: OVC FY 2024 UNDERSERVED

Assistance Listing Number: 16.582

Grants.gov Opportunity Number: O-OVC-2024-172164

Solicitation Release Date: May 31, 2024

Statutory Authority: 34 U.S.C. § 20103(c)(1)(A)

Anticipated Number of Grants: 25

Size of Grants: Up to \$200,000

Project Start Date: 10/01/2024

Project Length: 24 months

OVC may choose to fund applications submitted under this FY 2024 solicitation in future fiscal years, dependent on, among other considerations, the merit of the applications and the availability of

appropriations. Additionally, OJP may provide additional funding in future years to awards made under this funding opportunity through continuation awards. OJP will consider, among other factors, OJP's strategic priorities, a recipient's overall management of the award, and the progress of the work funded under the award, when making continuation award decisions.

An application includes three required parts:

1. SF-424 and SF-LLL (submitted in Grants.gov)
2. Project Plan
3. Budget Web-Based Form, which includes the budget details and the budget narrative (submitted in JustGrants)

If OJP determines that your application does not include these three parts, it will not be considered for funding.

How can you learn more about this funding opportunity?

OVC will hold a webinar on June 18, 2024, and June 20, 2024, at 3:00 p.m. ET to review this opportunity and answer questions from participants. Register for the webinars <https://ovc.ojp.gov/funding/funding-webinars>. You can submit questions in advance to MBNCV@usdoj.gov with the subject "Questions for Webinar." The session will be recorded and available <https://ovc.ojp.gov/funding/funding-webinars>.

For questions about the requirements of this funding opportunity, or to give us feedback, please contact OVC by email at MBNCV@usdoj.gov.

When preparing and submitting an application, the following resources may aid prospective applicants:

1. Grants.gov ["How to Apply for Grants"](#)
2. OJP ["How To Apply"](#) section in the [Application Resource Guide](#)
3. JustGrants [Application Submission Training](#)

For assistance with submitting the [Application for Federal Assistance standard form \(SF-424\)](#) and a [Disclosure of Lobbying Activities \(SF-LLL\)](#) in Grants.gov, see Grants.gov ["How to Apply for Grants"](#) or contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov Customer Support](#), or support@grants.gov. The Grants.gov Support Hotline is open 24 hours a day, 7 days a week, except on federal holidays.

For assistance with submitting the application in JustGrants, visit JustGrants [Application Submission Training](#) or contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. The JustGrants Service Desk operates from 7:00 a.m. to 9:00 p.m. ET Monday–Friday and from 9:00 a.m. to 5:00 p.m. ET on Saturday, Sunday, and federal holidays.

[DOJ Grants Financial Guide](#) serves as the primary reference manual to assist award recipients in fulfilling their fiduciary responsibility to safeguard grant funds and to ensure funds are used for the purposes for which they were awarded. It compiles a variety of laws, rules and regulations that affect the financial and administrative management of DOJ awards. This guide serves as a starting point for all award recipients and subrecipients of DOJ grants and cooperative agreements in ensuring the effective day-to-day management of awards.

[JustGrants Resources Website](#) is an entryway into information about JustGrants and the grants management system itself. Through this portal both award recipients and applicants can access training resource and user support options, find frequently asked questions, and sign up for the [JustGrants Update e-newsletter](#).

[JustGrants Application Submission Training page](#) offers helpful information and resources on the application process. This training page includes e-learning videos, reference guides, checklists, and other resources to help applicants complete an application.

[Weekly Training Webinars](#) are advertised here and provide opportunities for users to receive topic-specific training, direct technical assistance, and support on JustGrants system functionality.

How to prepare your Project Plan

Instead of submitting the written project narrative and abstract required in other OJP funding opportunities, applicants will submit a Project Plan. You have three options for submitting your Project Plan:

1. Provide written answers to a questionnaire in JustGrants, or
2. Submit a video of your team describing your Project Plan, or
3. Present your Project Plan to OVC during a live oral presentation via video meeting.

Applicants should let OVC know which format they will use to submit the Project Plan by emailing MBNCV@usdoj.gov as soon as possible, but no later than the Grants.gov deadline of July 29, 2024.

Regardless of the format you choose to use, your Project Plan should answer these questions:

QUESTIONS

INTRODUCTION—ABOUT YOUR ORGANIZATION

How will you submit your Project Plan?

If you plan to submit your project plan by doing a live oral presentation, who should we contact to schedule your presentation (name, phone numbers and email)?

QUESTIONS

Is your organization a population specific organization that serves communities that have been historically underserved, marginalized, adversely affected by inequality, and disproportionately impacted by crime, violence, and victimization?

In about 200 words, describe your organization: What is your organization's mission, what does your organization do, who does your organization serve, and why is your organization applying for these funds?

WHAT NEED WILL YOUR PROJECT MEET?

What is the goal of the proposed project? What do you want to happen during the project period?

Why is the project you proposed needed?

HOW WILL YOU PROVIDE VICTIM SERVICES?

Where geographically will the services to victims be provided for this project?

List state, city, neighborhood (if applicable)

What populations do you expect to receive victim services through your proposed project: e.g., race/ethnicity, language (if other than English), age, gender/sexual identity, economic status, education, employment status, barriers to access (such as physical or mental health challenges), or other relevant characteristics.

What services to victims will your project provide?

List type(s) of services you propose to provide (for example, transportation, childcare, housing, food, etc.).

How will the victim services you provide be culturally relevant or responsive? Will services be provided in any languages other than English?

How will the victim services you provide be trauma-informed?

How do crime victims typically find your organization in order to access your services?

HOW WILL YOUR PROJECT BE MANAGED AND STAFFED?

Who will lead and manage your project? What experience and background do they have that would allow them to manage the project effectively and according to the terms of the grant award?

Who will provide the services to victims in your project? What is their experience and background in providing victim services?

How is your organization and your staff connected to the community you plan to serve?

Do any of your project staff have lived experience relevant to the work they will do on this project?

QUESTIONS

What training and supervision will the organization provide to project staff to ensure that they are providing high quality services to victims?

Will your organization work with or partner with other organizations as part of your proposed project?

If YES, list partner organization(s) and say whether you have or will create a formal agreement with them to partner on this project (if you don't have formal agreements in place now, the Technical Assistance provider will help you with that if an award is made). For example:

County Rape Crisis Response Center – yes, Memorandum of Understanding signed by both organizations

City Domestic Violence Shelter – yes, Letter of Agreement

Local church Food Bank – no formal agreement

Will you share funds with a partner organization(s) that will be working on the project if you receive a grant?

PROJECT TIMELINE

The next section asks for a timeline for when your primary project activities will happen, and which staff will be involved. You do not have to list every project activity, only activities that are important for you to meet project goals (goals are what you intend to achieve through this project, so activities are what you plan to do to reach a particular goal). Please follow this example for each quarter (3-month period):

Quarter 1:

1. *Create program policies on confidentiality and financial management of grant funds – Project Director*
2. *Work with OVC's training and technical assistance provider to build capacity and finalize project plans – All Project Staff*
3. *Take training on trauma-informed victim services – 2 Victim Service Providers*
4. *Complete training on data collection and analysis. – Project Director*

What activities will take place in the first quarter of your project? [Jan–March 2025]

Which staff will be responsible for those activities?

What activities will take place in the second quarter of your project? [April–May 2025]

Which staff will be responsible for those activities?

What activities will take place in the third quarter of your project? [July–Sept. 2025]

Which staff will be responsible for those activities?

What activities will take place in the fourth quarter of your project? [Oct–Dec. 2025]

Which staff will be responsible for those activities?

QUESTIONS

What activities will take place in the fifth quarter of your project? [Jan–March, 2026]

Which staff will be responsible for those activities?

What activities will take place in the sixth quarter of your project? [April–June, 2026]

Which staff will be responsible for those activities?

What activities will take place in the seventh quarter of your project? [July–Sept. 2026]

Which staff will be responsible for those activities?

What activities will take place in the final quarter of your project? [Oct–Dec 2026]

Which staff will be responsible for those activities?

Guidelines for the three Project Plan submission formats

No matter which submission method you choose (JustGrants questionnaire, video, oral presentation) your Project Plan should address each question above. Applicants must respond clearly to each prompt in the Project Plan but may be creative in doing so.

All submissions should be in English. The use of interpreters (arranged for by the Applicant) is acceptable if necessary for video submissions or oral presentations. OJP may consider noncompliance with the format and length restrictions described here in its peer review and final award decisions.

Project Plan Questionnaire in JustGrants

To reduce the burden of writing a traditional project narrative, OVC has created a questionnaire in JustGrants. If you choose this option, you will respond to the Project Plan questions directly in JustGrants. The questions require a yes or no or brief written response. One or two sentences, or bulleted lists, are sufficient as responses. There is a word limit for some responses, which is indicated in the questionnaire. You may type out your responses to the questionnaire outside of JustGrants (for example, in a Word document) and then cut and paste your responses into JustGrants.

Project Plan Video Submission

If you choose to submit a video for your project plan, notify OVC by sending an email to MBNCV@usdoj.gov as soon as possible, but no later than July 29, 2024. Use the Project Plan questions above to determine what you say in your video. Make sure that you answer each of the Project Plan questions. While the video should be clear, well-lit, and audible, OVC is not expecting highly produced videos. Your video can be one in which your project staff are filmed on a phone as they sit around a conference room responding to the Project Plan questions. Please ensure that the sound quality of the video is clear and loud enough so that it can be heard, however.

Videos must be in MP4, MOV, AVI or WMV format. They should be no longer than 30 minutes in length and no larger than 4GB. When you email MBNCV@usdoj.gov to let us know you plan to submit a video,

you will be given instructions and technical assistance. Videos must be submitted following those instructions no later than the JustGrants deadline of 8:59 p.m. ET on August 1, 2024. OVC will create a transcription of your video for internal review and record retention purposes.

Project Plan Oral Presentation

If you choose the oral presentation option, notify OVC by sending an email to MBNCV@usdoj.gov as soon as possible, but no later than July 29, 2024. OVC will reach out to your designated Point of Contact within 5 business days of receiving the email at MBNCV@usdoj.gov to schedule your presentation. All presentations will be scheduled as quickly as possible after the email is received by OVC. If you do not make your oral presentation at your scheduled and agreed to time (negotiated with OVC), your application will not be considered for funding.

Your oral presentation will be conducted via Microsoft Teams (MS Teams), at a time agreed to by the applicant and OVC (you will have a range of time slots to select from). You will be given technical instructions, and an opportunity to practice using the MS Teams web app with OVC staff before your presentation begins. You do not need to own MS Teams software to participate.

Oral presentations should communicate the strengths of your organization, staff, and the community or populations intended to be served through the project. You will have up to 30 minutes for your oral presentation. OVC will record and produce a transcription of your oral presentation for internal review and record retention purposes.

How to apply—the two-step application process *(Application Contents and Format)*

Application Step 1

After registering with SAM.gov, submit the SF-424 and SF-LLL in Grants.gov.

- The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. In Section 8F of the SF-424, include the name and contact information of the individual who will complete the application in JustGrants and the SF-LLL in Grants.gov.
- Intergovernmental Review: This funding opportunity is not subject to Executive Order (E.O.) 12372. In completing the SF-424, an applicant should answer question 19 by selecting “Program is not covered by E.O. 12372.”

Within 48 hours after the SF-424 and SF-LLL submission in Grants.gov, you will receive four (4) Grants.gov email notifications:

- A submission receipt.
- A validation receipt.

- A grantor agency retrieval receipt.
- An agency tracking number assignment.

If no Grants.gov receipt and validation email is received, or if error notifications are received:

- Contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov customer support](#), or support@grants.gov regarding technical difficulties.

Within 24 hours after receipt of confirmation emails from Grants.gov, the individual in Section 8F of the SF-424 will receive an email from JustGrants with login instructions.

Application Step 2

The [“Application Resource Guide”](#) provides detailed instructions on each requirement below.

Submit the following information in JustGrants:

- **Entity and User Verification (First Time Applicant)**

If your organization is using JustGrants for the first time, once the application is received from Grants.gov, DOJ will send an email (from DIAMD-NoReply@usdoj.gov) to the individual listed in Section 8F of the SF-424 with instructions on how to create a JustGrants account. This email should arrive within 24 hours after this individual receives confirmation from Grants.gov of their SF-424 and SF-LLL submissions. Register the Entity Administrator (the person who manages who can access JustGrants on behalf of the applicant), the Application Submitter, and Authorized Representative for the applicant with JustGrants as early as possible and (recommended) not later than 48–72 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive a link in an email to complete the rest of the application in JustGrants.

- **Standard Applicant information (SF-424 information from Grants.gov)**

The “Standard Applicant Information” section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. The applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and verify and confirm the organization’s unique entity identifier, legal name, and address.

The following application elements should be submitted in the web-based forms in JustGrants.

Data Requested With Application

- **Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High Risk Status)**

The Financial Management and System of Internal Controls Questionnaire helps OJP assess the financial management and internal control systems, and the associated potential risks of an applicant as part of the pre-award risk assessment process. Every OJP applicant (other than an individual applying in their personal capacity, not representing an applicant organization) is required to complete the web-based questionnaire form in JustGrants.

- **Brief Applicant Entity Questionnaire**

The Office of Justice Programs (OJP) is collecting the following information to help assess its efforts to attract a broader range of applicants. These questions apply to the applicant entity and its work and scope only, and not to the specific project(s) being proposed within the application. Responses to the questions will not be considered in the application review process. The questions included in the questionnaire are available in the [Standard Forms & Instructions: Brief Applicant Entity Questionnaire](#).

- **Project Plan**

Directions for creating your Project Plan are discussed above.

All applicants will answer the following questions in JustGrants as part of their Project Plan submission:

- How will you submit your Project Plan?
- If you plan to submit your project plan by doing a live oral presentation, who should we contact to schedule the presentation (name, phone numbers and email)?
- Is your organization a population specific organization that serves communities that have been historically underserved, marginalized, adversely affected by inequality, and disproportionately impacted by crime, violence, and victimization? If so, which population(s) are served by your organization?
- In about 200 words, describe your organization: What is your organization's mission, what does your organization do, why is your organization applying for these funds?

Applicants that choose to submit their Project Plan using the JustGrants questionnaire format will complete additional short answer questions in JustGrants.

Applicants that choose to submit their Project Plan as a video (and email OVC at MBNCV@usdoj.gov no later than July 29, 2024) will receive submission instructions from OVC.

Applicants that choose to submit their Project Plan as a live oral presentation via MS Teams (and email OVC at MBNCV@usdoj.gov no later than July 29, 2024) will be contacted by OVC to schedule their presentations.

- **Budget and Associated Documentation**

- Budget Detail Narrative and web-based form*
- Indirect Cost Rate Agreement (if applicable)
- Additional Application Components

- **Funding Restrictions**

All **recipients** and subrecipients (including any for-profit organization) must forgo any profit or management fee.

- **Budget Detail and Narrative Web-Based Form**

The applicant will complete the JustGrants web-based budget form, which includes both detailed calculations and budget narrative sections. Additional information about how to complete the budget form in JustGrants is available in the [Complete the Application in JustGrants: Budget training](#).

- **Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs**

OJP strongly encourages every applicant that proposes to use award funds for any conference-, meeting-, or training-related activity (or similar event) to review carefully—before submitting an application—the [Application Resource Guide](#) for information on prior approval, planning, and reporting of conference/meeting/training costs.

- **Costs Associated With Language Assistance (if applicable)**

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable.

- **Budget/Financial Attachments**

- **Indirect Cost Rate Agreement (if applicable)**

Indirect costs are costs of an organization that are not readily assignable to a particular project but are necessary to the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for facility operation and maintenance, depreciation, and administrative salaries. The requirements for the development and submission of indirect cost proposals and cost allocation plans are listed in Appendices III – VII of 2 C.F.R. Part 200. A non-federal applicant should follow the guidelines applicable to its type of organization. If applicable, an applicant with a current federally approved indirect cost rate agreement will upload it as an attachment in JustGrants. See the [DOJ Grants Financial Guide](#) for additional information on [Indirect Cost Rate Agreement](#).

- **Consultant Rate (if applicable)**

Costs for consultant services require prior approval from OJP. If the proposed project expects to fund consultant services, compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. See the [DOJ Grants Financial Guide](#) for information on the consultant rates, which require prior approval from OJP.

- **Limitation on Use of Award Funds for Employee Compensation for Awards Over \$250,000; Waiver (if applicable)**

If an applicant proposes to hire employees with Federal award funds, for any award of more than \$250,000 made under a funding opportunity, an award recipient may not use federal funds to pay total cash compensation (salary plus cash bonuses) to any employee of the recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. See the [Application Resource Guide](#) for information on the "Limitation on Use of Award Funds for Employee Compensation for Awards over \$250,000; Waiver."

- **Disclosure of Process Related to Executive Compensation (if applicable)**

This notice of funding opportunity expressly modifies the Application Resource Guide by not incorporating its "Disclosure of Process Related to Executive Compensation Provisions. Applicants to this funding opportunity are not required to provide this disclosure.

Additional Application Components

- Tribal Authorizing Resolution--If your project will serve a Tribal community, you must submit a Tribal authorizing resolution documenting Tribal government support for your project.
- A description of the background and experience of project staff who will be responsible for leading and directing the project and providing victim services, e.g., a list of qualifications and prior experience, a resume).

Disclosures and Assurances

- Disclosure of Lobbying Activities
- The SF-LLL attachment that was completed and submitted in Grants.gov is attached to this section automatically for the applicant.
- Applicant Disclosure of Duplication in Cost Items: To ensure funding coordination across grant making agencies, and to avoid unnecessary or inappropriate duplication among grant awards, the applicant will disclose if it has any pending applications for federal funding, including pending applications for subawards of federal funds. Complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form.
- DOJ Certified Standard Assurances: Review and accept the DOJ Certified Standard Assurances in JustGrants.
- DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing
- Review and accept in JustGrants the DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing.
- Applicant Disclosure and Justification – DOJ High-Risk Grantees: If applicable, submit the DOJ High-Risk Disclosure and Justification as an attachment in JustGrants. A DOJ High-Risk Grantee is an award recipient that has received a DOJ High-Risk designation based on a documented history of unsatisfactory performance; financial instability; management system or other internal control deficiencies; noncompliance with award terms and conditions on prior awards or is otherwise not responsible.

Review, Certify, and Submit Application in JustGrants

- Any validation errors will immediately display on screen after submission.
- Correct validation errors, if necessary, and then return to the “Certify and Submit” screen to submit the application. Access the [Application Submission Validation Errors Quick Reference Guide](#) for step-by-step instructions to resolve errors prior to submission.

- Once the application is submitted and validated, a confirmation message will appear at the top of the page. Users will also receive a notification in the “bell” alerts confirming submission.
- If no JustGrants application submission confirmation email or validation is received, or if error notification is received—
 - Contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov regarding technical difficulties. See the [Application Resource Guide](#) for additional information.

How will OJP review your proposal? (Application Review Information)

Basic Minimum Requirements Review Criteria

OJP screens applications to ensure they meet the basic minimum requirements prior to conducting the peer review. Although specific requirements may vary, the following are requirements for all OJP solicitations:

- The application must be submitted by an eligible type of applicant (see Eligibility section).
- The application must request funding of \$200,000 or less.
- The proposed project must address the requirements of the solicitation and align with the goal of this funding opportunity, which is to increase the accessibility of services to meet the basic needs of victims from communities that have been historically underserved, marginalized, adversely affected by inequality, and disproportionately impacted by crime, violence, and victimization.
- The application must include all items necessary to meet the basic minimum requirements. For this funding opportunity, the SF-424 and SF-LLL (submitted in Grants.gov), Project Plan (submitted in one of three formats), and the Budget Web-Based Form and the budget narrative (submitted in JustGrants) are required.

Merit Review Criteria

Applications that meet the basic minimum requirements will be evaluated by peer reviewers on how the Project Plan (and other application attachments) address the following criteria:

- Need the Project Will Meet 12%
 - What is the goal of the proposed project?
 - Why is the proposed project needed?

- Plan for Providing Victim Services 42%
 - Where geographically will services be provided?
 - Who will receive services through this project?
 - What services to victims will be provided?
 - How will the victim services provided be culturally responsive and trauma informed?
 - How will persons be identified to receive services and made aware of available services?
- Project Staff and Management 30%
 - Who will lead and manage your project, and what is their experience and background in providing victim services?
 - Who will provide the services to victims, and what is their experience and background in providing victim services?
 - How are your organization and staff connected to the community you will serve?
 - What training and supervision will staff receive?
- Project Timeline 16%
 - What activities will take place in each quarter (3-month period) of your project?
 - Who will be responsible for those activities?
 - How are the activities connected to the overall goals of the project?

The Project Budget will also be reviewed to ensure it reflects the resources needed to implement the Project Plan and that costs are reasonable, allocable, and necessary for project activities. Grantees cannot begin their project activities until OJP approves the project budget. Grantees who need assistance bringing their budgets into compliance will receive technical assistance post-award.

Other Review Criteria/Factors

Other important considerations for OJP include geographic diversity, strategic priorities (specifically including, but not limited to, those priority areas already mentioned, if applicable), available funding, past performance, and the extent to which the Budget web-based form accurately explains project costs that are reasonable, necessary, and otherwise allowable under federal law and applicable federal cost principles. Costs are allowable when they are reasonable, allocable to, and necessary for the performance of the federal award, and when they comply with the funding statute and agency requirements (to include the conditions of the award), including the cost principles set out in the [Uniform Requirements 2 C.F.R. Part 200, Subpart E.](#)

Risk Criteria/Factors

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record of performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM.gov as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM.gov.

Important note on Responsibility/Qualification Data (formerly FAPIIS): An applicant may review and comment on any information about its organization that currently appears in SAM.gov and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in SAM.gov, in its assessment of the risk posed by the applicant.

Review Process

Applications submitted under this solicitation that meet the basic minimum requirements will be evaluated for technical merit by a peer review panel(s) in accordance with OJP peer review policy and procedures using the review criteria listed above. Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may consider not only peer review ratings and Office for Victims of Crime recommendations, but also other factors as indicated in this funding opportunity.

How will you know if you are selected to receive a grant? (Award Notices)

Generally, award notifications are made by the end of the current federal fiscal year, September 30 via email through the JustGrants system to the person listed in JustGrants as the organization's Authorized Representative.

What happens if you miss the submission deadline?

OJP very rarely grants extensions to the submission deadline.

OJP will only consider requests to submit an application after the deadline when the applicant can document that a technical issue with a government system prevented submission of the application on time. If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. However, the waiver request will not be considered unless it includes documentation of attempts to receive technical assistance to resolve the issue prior to the application deadline. A tracking number is the most typical documentation and is generated when the applicant contacts the applicable service desks to report technical difficulties. Tracking numbers are generated automatically when an applicant emails the applicable service desks, and for this reason, long call wait times for support do not relieve the applicant of the responsibility of getting a tracking number.

An applicant experiencing technical difficulties must contact the associated service desk indicated below to report the technical issue and receive a tracking number.

- SAM.gov: contact the [SAM.gov Help Desk \(Federal Service Desk\)](#), Monday–Friday from 8:00 a.m. to 8:00 p.m. ET at 866-606-8220.
- Grants.gov: contact the [Grants.gov Customer Support Hotline](#), 24 hours a day, 7 days a week, except on federal holidays, at 800-518-4726, 606-545-5035, or support@grants.gov.
- JustGrants: contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833-872-5175, Monday–Friday from 7:00 a.m. to 9:00 p.m. ET and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET.

If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the Grants.gov deadline** to request approval to submit after the deadline.

If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the JustGrants deadline** to request approval to submit after the deadline.

Waiver requests sent to the OJP Response Center must—

- describe the technical difficulties experienced (provide screenshots if applicable);
- include a timeline of the applicant's submission efforts (e.g., date and time the error occurred, date and time of actions taken to resolve the issue and resubmit; and date and time support representatives responded);
- include an attachment of the complete grant application and all the required documentation and materials;

- include the applicant's Unique Entity Identifier (UEI); and
- include any SAM.gov, Grants.gov, and JustGrants Service Desk tracking numbers documenting the technical issue.

OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue (including all information listed above), or that does not submit a waiver request within the required time period, will be denied. For more details on the waiver process, OJP encourages applicants to review the "Experiencing Unforeseen Technical Issues" section in the [Application Resource Guide](#).

Other important funding information

This funding opportunity, and awards under this funding opportunity, are subject to the availability of funding and to any changes or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

OJP expects to make awards under this funding opportunity as grants. See the "[Administrative, National Policy, and Other Legal Requirements](#)" section of the [Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

This funding opportunity does not require a match.

This solicitation (notice of funding opportunity) incorporates guidance provided in the [OJP Grant Application Resource Guide](#) (Application Resource Guide), which provides additional information for applicants to prepare and submit applications to OJP for funding. **If this solicitation requires something different from any guidance provided in the [Application Resource Guide](#), the difference will be noted in this solicitation and the applicant is to follow the guidelines in this solicitation, rather than the guidance in the [Application Resource Guide](#) that is in conflict.**

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP reviews information related to the degree of risk posed by the applicant. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record of performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM.gov as excluded from receiving a federal award.

Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a)

- See the [Application Resource Guide](#) for information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a).

Award requirements *(if you receive a grant)* (Post-Award Requirements and Administration)

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the projects and activities funded under this solicitation. For additional information on what should be included in the application, see the [Application Resource Guide](#) section entitled “Information Regarding Potential Evaluation of Programs and Activities.”

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [Application Resource Guide](#).

Civil Rights Compliance

If a successful applicant accepts funding from OJP—as a recipient of OJP funding—that award recipient must comply with certain federal civil rights laws that prohibit it from discriminating on the basis of race, color, national origin, sex, religion, or disability in how the recipient delivers its program’s services or benefits and in its employment practices. The civil rights laws that may be applicable to the award include Title VI of the Civil Rights Act of 1964 (Title VI), the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968 (Safe Streets Act), and Section 504 of the Rehabilitation Act of 1973. These and other federal civil rights laws are discussed in greater detail here: [“Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2024 Awards”](#) under the “Civil Rights Requirements” section, and additional resources are available from the [OJP Office for Civil Rights](#).

Part of complying with civil rights laws that prohibit national origin discrimination includes recipients taking reasonable steps to ensure that people who are limited in their English proficiency (LEP) because of their national origin have meaningful access to a recipient’s program and activity. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To help recipients meet this obligation to serve LEP persons, DOJ has published a number of resources, including a language access assessment and planning tool, which are available at <https://www.lep.gov/language-access-planning>. Additional resources are available at <https://www.ojp.gov/program/civil-rights-office/limited-english-proficient-lep>. If the award recipient proposes a program or activity that would deliver services or benefits to LEP individuals, the recipient may use grant funds to support the costs of taking reasonable steps (e.g., interpretation or translation services) to provide meaningful access. Similarly,

recipients are responsible for ensuring that their programs and activities are readily accessible to qualified individuals with disabilities. Applicants for OJP funding must allocate grant funds or explain how other available resources will be used to ensure meaningful and full access to their programs. For example, grant funds can be used to support American Sign Language (ASL) interpreter services for deaf or hard of hearing individuals or the purchase of adaptive equipment for individuals with mobility or cognitive disabilities. For resources, see <https://www.ada.gov> or contact OJP.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. Technical assistance will be available to grantees to help them comply with these standards.

Information Technology Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security.

General Information About Post-Award Reporting Requirements and Data Collection

In addition to the deliverables described in the “What will grantees do” section, all award recipients under this solicitation will be required to submit certain reports and data.

Required reports. Award recipients must submit quarterly financial reports, quarterly and semiannual performance reports, final financial and performance reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent (in appropriate cases, OJP may require additional reports).

Performance Measures

OVC will require grant recipients to submit quarterly performance measure data in OVC’s online Performance Measurement Tool (PMT) and separately submit a semiannual performance report in JustGrants. A list of resources and trainings can be found at <https://ovc.ojp.gov/funding/performance-measures/transforming-victim-services>. OVC will provide further guidance and technical assistance on the post-award submission process after awards are made.



Department of Justice (DOJ)

Office of Justice Programs

Office for Victims of Crime

Washington, D.C. 20531

Name and Address of Recipient:		LESBIAN & GAY COMMUNITY SERVICES CENTER INC. 208 W 13TH ST	
City, State and Zip:		NEW YORK, NY 10011	
Recipient UEI:		PNX2SEJ5CWS7	
Project Title: Meeting the Basic Needs of Underserved LGBTQ+ Crime Victims		Award Number: 15POVC-24-GK-03050-NONF	
Solicitation Title: OVC FY24 Meeting the Basic Needs of Underserved Crime Victims			
Federal Award Amount: \$200,000.00		Federal Award Date: 9/27/24	
Awarding Agency:		Office of Justice Programs Office for Victims of Crime	
Funding Instrument Type:		Grant	
Opportunity Category: D			
Assistance Listing: 16.582 - Crime Victim Assistance/Discretionary Grants			
Project Period Start Date: 10/1/24		Project Period End Date: 9/30/26	
Budget Period Start Date: 10/1/24		Budget Period End Date: 9/30/26	
Project Description: The purpose of this grant program is to provide culturally responsive services to crime victims and survivors from communities that have been historically underserved; marginalized; adversely affected by inequality; and disproportionately impacted by crime, violence, and victimization. With this funding, LESBIAN & GAY COMMUNITY SERVICES CENTER, INC., will serve members of New York City's LGBTQ+ community who are survivors of violence. The project will provide wraparound, trauma-informed, victim-centered, and culturally responsive services including transportation, food, clothing, health education, mental health services, crisis intervention, and legal services.			

Award Letter

September 27, 2024

Dear CARLA SMITH,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by LESBIAN & GAY COMMUNITY SERVICES CENTER INC. for an award under the funding opportunity entitled 2024 OVC FY24 Meeting the Basic Needs of Underserved Crime Victims. The approved award amount is \$200,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

The purpose of this grant program is to provide culturally responsive services to crime victims and survivors from communities that have been historically underserved; marginalized; adversely affected by inequality; and disproportionately impacted by crime, violence, and victimization. With this funding, LESBIAN & GAY COMMUNITY SERVICES CENTER, INC., will serve members of New York City's LGBTQ+ community who are survivors of violence. The project will provide wraparound, trauma-informed, victim-centered, and culturally responsive services including transportation, food, clothing, health education, mental health services, crisis intervention, and legal services.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third-party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or the Environmental Coordinator for OVC.

NEPA Coordinator

First Name

Zoe

Middle Name

E

Last Name

French

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project

Information, Financial Information, and Award Conditions.**Recipient Information****Recipient Name**LESBIAN & GAY COMMUNITY SERVICES CENTER
INC.**UEI**

PNX2SEJ5CWS7

Street 1

208 W 13TH ST

Street 2**City**

NEW YORK

State/U.S. Territory

New York

Zip/Postal Code

10011

Country

United States

County/Parish**Province****Award Details****Federal Award Date**

9/27/24

Award Type

Initial

Award Number

15POVC-24-GK-03050-NONF

Supplement Number

00

Federal Award Amount

\$200,000.00

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
16.582	Crime Victim Assistance/Discretionary Grants

Statutory Authority
34 U.S.C. 20103(c)(1)(A)

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title**Awarding Agency**

2024 OVC FY24 Meeting the Basic Needs of
Underserved Crime Victims

OJP

Program Office

OVC

Application Number

GRANT14219154

Grant Manager

Sharron Fletcher

Phone Number

202-307-1493

E-mail Address

Sharron.Fletcher@usdoj.gov

Project Title

Meeting the Basic Needs of Underserved LGBTQ+ Crime Victims

Performance Period Start

Date

10/01/2024

Performance Period End Date

09/30/2026

Budget Period Start Date

10/01/2024

Budget Period End Date

09/30/2026

Project Description

The purpose of this grant program is to provide culturally responsive services to crime victims and survivors from communities that have been historically underserved; marginalized; adversely affected by inequality; and disproportionately impacted by crime, violence, and victimization. With this funding, LESBIAN & GAY COMMUNITY SERVICES CENTER, INC., will serve members of New York City's LGBTQ+ community who are survivors of violence. The project will provide wraparound, trauma-informed, victim-centered, and culturally responsive services including transportation, food, clothing, health education, mental health services, crisis intervention, and legal services.

☒ *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

☒ *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination

against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 4

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform

Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 5

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 6

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making

hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal

statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal

department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>

(Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees"

of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

Condition 33

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

Condition 34

The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 120 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov/>

Condition 35

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 36

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

Condition 37

The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year in which the award was actually made, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. (E.g., VOCA funds awarded in FY 2024, are available until the end of FY 2027). Extensions beyond the statutory period may be granted at the discretion of DOJ, and may be requested in accordance with OJP processes, but are not assured.

Condition 38

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 39

The recipient agrees to submit to OJP for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award, 60 days before its intended publication. The recipient agrees to correct a product in response to comments generated through the OJP peer review process, the internal Department of Justice review process, or as otherwise requested by OJP. Any products developed under this award shall contain the following statement: "This _____ was produced by _____ under [add grant number], awarded by the [add Awarding Program Office, e.g., Office for Victims of Crime], Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this _____ are those of the contributors and do not necessarily represent the official position or policies of the U.S. Department of Justice." The OJP grant manager will determine whether minor deliverables, such as webinars, one-page flyers and discrete web pages, require review or prior approval by OJP.

Condition 40

The recipient (and any "subrecipient" at any tier) must have written policies and procedures in place that address how

it will maintain the confidentiality of victims' names, addresses, telephone numbers, or any other identifying information, including how this information will be protected when there is information sharing between partners. In addition, the recipient must submit a signed, written certification that data privacy and sharing protocols comport with the confidentiality and privacy rights and obligations of federal law or the grantee jurisdiction's laws, court rules, or rules of professional conduct applicable to the work performed by the recipient. The recipient agrees to provide to OJP all documentation as required for grant monitoring purposes.

Condition 41

The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

Condition 42

The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either -- (1) the recipient submits to OJP a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OJP in writing of both its eligibility and its election.

The financial review of the budget for this award is pending. If the OJP Office of the Chief Financial Officer (OCFO) determines as part of its financial review that the recipient already has submitted the documentation concerning indirect costs described above, this condition will be released through a Grant Award Condition Modification (ACM) upon completion of the OCFO final budget review.

If the OJP OCFO instead determines as part of its financial review that the recipient has not yet submitted the required documentation concerning indirect costs, this condition will not be released until OJP (including its OCFO) receives and reviews a satisfactory submission.

☒ *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

Acting Assistant Attorney General

Name of Approving Official

Brent J. Cohen

Signed Date And Time

9/25/24 1:07 PM

Authorized Representative

[X]

Entity Acceptance

Title of Authorized Entity Official

CEO

Name of Authorized Entity Official

CARLA SMITH

Signed Date And Time

10/7/2024 9:57 AM

From: **Office of Justice Programs** [REDACTED]

Date: Tue, Apr 22, 2025 at 5:30 PM

Subject: Notice of Award Termination

To: [REDACTED]



VIA: Electronic Mail

NOTICE OF TERMINATION

Date: April 22, 2025

Subject: Termination of Award

Based on a careful review, the award listed immediately below is hereby terminated pursuant to 2 C.F.R. § 200.340(a)(4):

Award Number: 15POVC-24-GK-03050-NONF

As provided, respectively, in the award itself, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice in 2 C.F.R. Part 2800, apply to this award. Specifically, the award document provides notice of the applicability of the termination provisions in § 200.340.

This award is being terminated because it “no longer effectuates the program goals or agency priorities.” 2 C.F.R. § 200.340(a)(4). The Department has changed its priorities with respect to discretionary grant funding to focus on, among other things, more directly supporting certain law enforcement operations, combatting violent crime, protecting American children, and supporting American victims of trafficking and sexual assault, and better coordinating law enforcement efforts at all levels of government. This award demonstrates that it no longer effectuates Department priorities.

Consistent with this notice of termination, the use of award funds will not be allowed for obligations incurred, or expenditures made, after receipt of this notice, other than pursuant to closeout responsibilities.

Effective date: April 22, 2025

Portion of the Federal award to be terminated: All unobligated balances remaining.

Right to Appeal: Consistent with 2 C.F.R. § 200.342, you may appeal this termination in writing within 30 calendar days of the date of this notice. Unless the Assistant Attorney General for the Office of Justice Programs grants a waiver, an untimely appeal request may result in denial of the appeal. Any written appeal must be submitted by email to [REDACTED] addressed to the Assistant Attorney General for the Office of Justice Programs. In the subject line of the email, the name of the award recipient appealing the decision, the award number, and the words “Termination Appeal” must be specified, and the email message itself must contain the following:

1. A copy of the written notice of termination;
2. The date on which the written notice of termination was received;
3. A brief statement of the argument that forms the basis of the appeal, and any disputed factual, legal or other issues;
4. The amount of disallowed costs in dispute, if any;
5. Any other relevant materials.

Closeout & Continuing Responsibilities: Please note the following continuing responsibilities related to closeout and other obligations in 2 C.F.R. § 200.340(d): “When the Federal award is terminated in part or its entirety, the Federal agency or pass-through entity and recipient or subrecipient remain responsible for compliance with the requirements in §§ 200.344 [(“Closeout”)] and 200.345 [(“Post-closeout adjustments and continuing responsibilities.”)].” Such responsibilities include, but are not limited to, your obligation to “promptly refund any unobligated funds” that have been paid out but “are not authorized to be retained.” 2 C.F.R. § 200.344(g). Failure to do so may result in the filing of a report documenting “material failure to comply with the terms and conditions of” this award on SAM.gov and taking other appropriate enforcement actions, which could affect eligibility for future grants. *Id.* § 200.344(i). Finally, duties regarding retention of grant records for at least three years after the submission of a final financial report are hereby noted. *See id.* § 200.334.

(End of Notice)

You received this email because you are a current or previous Department of Justice grant applicant or award recipient. GovDelivery is providing this service on behalf of the Department of Justice and may not use your subscription information for any other purposes. For more information, review the [Department of Justice Privacy Policy](#) and the [GovDelivery Privacy Policy](#).

This email was sent to [REDACTED] using GovDelivery Communications Cloud on behalf of Department of Justice · Washington, DC



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* *Appearance pro hac vice*
 † *Mailing address only*

**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
 JESSYCA LEACH, CHIEF
 EXECUTIVE OFFICER OF PRISMA
 COMMUNITY CARE, IN SUPPORT OF
 PLAINTIFFS' MOTION FOR
 PRELIMINARY INJUNCTION**

1 I, Jessyca Leach, hereby state as follows:

2 1. I am the Chief Executive Officer of Prisma Community Care, a nonprofit 501(c)(3)
3 organization and health and wellness clinic based in Phoenix, Arizona. As one of Phoenix's largest
4 and longest standing 2SLGBTQIA+ health centers, we offer affirming and inclusive services to
5 promote well-being and advance health equity for diverse communities, particularly people of
6 color, 2SLGBTQIA+ individuals, and those affected by HIV. Our commission is to offer
7 compassionate care to all who seek it. Prisma Community Care was previously known as
8 Southwest Center for HIV/AIDS, Inc. and adopted its new name on January 1, 2025.

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

18 3. Since executing that Declaration on February 25, PRISMA has experienced threats
19 of termination for our federal funding and changed conditions for ongoing federally funded grants.

20 4. I am submitting this supplemental declaration to inform the Court of the
21 developments since February 25, and the negative impacts they have had and will continue to have
22 on PRISMA and the people it serves.

23
24 **Centers for Disease Control Grants**

25 5. Prisma Community Care currently receives funding from Health and Human
26 Services' (HHS) Centers for Disease Control and Prevention (CDC), administered through the
27 Arizona Department of Health Services (AZDHS) under the CDC HIV Surveillance and

1 Prevention Programs for Health Departments grant number CDC-PS-24-0047. This is a five-year
2 grant with an end date of 05/2029. Prisma Community Care is a subrecipient under grant number
3 RFGA2024-003-04 (“PrEP & nPEP Patient Navigation Program”) and grant number RFGA2024-
4 006-001 (“Condom Distribution Program”). Grant Award Offers are attached as **Exhibit A** and **B**.

5 6. In the Notice of Funding Opportunity, the CDC states that this grant is for the
6 integration of core prevention, surveillance, and Ending the HIV Epidemic (EHE) funding
7 resources, allowing each jurisdiction to align resources to better match the geographic burden of
8 HIV infections within their jurisdictions, to maximize the impact of federal HIV prevention
9 funding, and to improve HIV data collection and use for public health action.

10 7. Prisma Community Care’s PrEP & nPEP Navigation Program provides critical
11 linkage to Pre-Exposure Prophylaxis (PrEP) and Post-Exposure Prophylaxis (nPEP), HIV
12 prevention medications that significantly reduce the risk of HIV infection. Our program employs
13 Clinical Program Navigators to provide comprehensive navigation, linkage to care, and adherence
14 support.

15 8. Prisma Community Care also administers a statewide mail-order Condom
16 Distribution Program, which ensures free and discreet condom access to populations at high risk
17 for HIV across Arizona.

18 9. These two grants fund approximately four full-time employees (FTEs).

19 10. On May 13, 2025, AZDHS informed Prisma Community Care that they had not
20 received the Notices of Award from the CDC for three of our four grants. Notices of Awards are
21 provided annually, even though the grant term is multi-year. These grants have been ongoing and
22 are not newly awarded. It is highly unusual not to receive the Notices of Awards on time.

23 11. AZDHS told us that if these notices are not received by May 31, 2025, Prisma
24 Community Care would be issued a stop-work order, forcing the immediate cessation of these
25 critical programs.

26 12. AZDHS noted that the CDC accepted the most recent renewal application without
27 technical review. However, AZDHS cautioned that CDC funding decisions are being made by

1 “higher-ups at HHS, or outside of the agency completely.”

2 13. Prisma Community Care has consistently complied with all administrative,
3 financial, and programmatic requirements and has not been informed of any deficiencies or
4 compliance issues that would justify non-issuance of the Notice of Awards. We have received no
5 communication from the CDC regarding these grants.

6 14. Should our federal funding cease, Prisma Community Care will be required to find
7 new funding, through different federal grants or private grants, for the four FTE positions, or risk
8 having to terminate these employees. The probability of being awarded new federal funding at this
9 time seems low. And because so many organizations have lost their federal funding, the
10 competition for limited private funding resources has become increasingly difficult.

11 15. Additionally, the non-issuance of our Notices of Awards for these grants will
12 disrupt essential navigation services, reduce patient adherence to HIV prevention regimens, and
13 potentially terminate the statewide mail-order condom program entirely. Prisma Community Care
14 currently procures condoms through the State of Arizona and cannot maintain this service without
15 stable funding.

16 16. Losing these grants directly undermines Prisma Community Care’s ability to
17 achieve public health objectives, exacerbates barriers to HIV prevention for underserved
18 communities, and compromises the stability and continuity of the essential healthcare services that
19 we provide.

20
21 **Substance Abuse and Mental Health Services Administration Grant**

22 17. On May 15, 2025, Prisma Community Care received notice from the Substance
23 Abuse and Mental Health Services Administration (SAMHSA), a subdivision of HHS, that,
24 effective immediately, the Disparities Impact Statement will no longer be a part of the reporting
25 requirements for grantees.

26 18. In 2011, HHS released its *Action Plan to Reduce Racial and Ethnic Health*
27 *Disparities*. This plan outlined goals and actions HHS agencies, including SAMHSA, would need

1 to take to reduce health disparities among racial and ethnic minorities. Agencies have been
2 required to continuously assess the impact of their policies and programs on health disparities. The
3 number one priority in this action plan was to “assess and heighten the impact of all HHS policies,
4 programs, processes, and resource decisions to reduce health disparities.” To accomplish this goal,
5 SAMHSA created the Disparities Impact Statement.

6 19. Since then, SAMHSA funded grants have required the grantee to develop a health
7 disparities impact statement consisting of three parts: (1) identify subpopulations vulnerable to
8 disparities (e.g., racial, ethnic and sexual minority groups) and how they will be engaged in
9 infrastructure activities (e.g., training, collaborations and partnerships, outreach, etc.); (2) propose
10 a quality improvement plan to decrease the differences in access to, use and outcomes of these
11 infrastructure activities among these subpopulations; and (3) the quality improvement plan should
12 include an alignment with the National Standards for Culturally and Linguistically Appropriate
13 Services in Health and Health Care.

14 20. A Disparities Impact Statement is crucial because it helps policymakers and health
15 organizations understand and address the unequal impact of policies or programs on different
16 population groups. By analyzing how a policy or program may disproportionately affect certain
17 demographics, such as racial and ethnic minorities, people with disabilities, or LGBTQ+
18 individuals, a Disparities Impact Statement helps ensure that interventions are equitable and
19 effective for all. It's also specific to our organization, so if we are not to report back to SAMHSA
20 based on the Disparities Impact Statement we submitted, then policymakers won't be able to
21 understand the unique issues our clients face when it comes to substance use and HIV risk.
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1 I declare under penalty of perjury under the laws of the United States of America that the
2 foregoing is true and correct.

3 Dated: May 16, 2025

Respectfully submitted,

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Jessyca Leach



**ATTACHMENT A
OFFER & ACCEPTANCE
REQUEST FOR GRANT APPLICATION
RFGA NO. 2024-003
PrEP & nPEP Patient Navigation**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
150 N. 18th Avenue, Suite 530
Phoenix, Arizona 85007

GRANT OFFER AND ACCEPTANCE

The Undersigned hereby applies and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications, any amendments in the Request and any written exceptions in the Application.

Applicant's Arizona Transaction (Sales) Privilege Tax License Number:

Applicant's Federal Employer Identification Number:

Applicant's UEI Number:

Southwest Center for HIV/AIDS
Applicant's Name

1101 N Central Ave. Suite 200
Street Address

Phoenix, AZ 85004
City State Zip Code

Telephone Number: 602-307-5330
E-Mail Address: jleach@swcenter.org

Jessyca Leach
Name of Person Authorized to Sign Application

Executive Director
Title of Authorized Person

 10/18/2023
Signature of Authorized Person Date

Facsimile Number: 602-307-5021

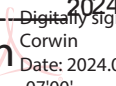
ACCEPTANCE OF APPLICATION AND GRANT AWARD
(For State of Arizona Use Only)

Your Application is hereby accepted as described in the Notice of Award. Grantee is now bound to perform based upon the RFGA and Grantee's Application, as accepted by the State.

This Grant shall henceforth be referred to as Grant No. RFGA2024-003. 04

The effective date of the Grant is Effective upon signature.

Grantee is hereby cautioned not to commence any billable work or provide any material or service under this Grant until Grantee receives an executed Purchase Order, Grant release document, or written notice to proceed, if applicable.

State of Arizona, Arizona Department of Health Services
Awarded this 21st day of March 2024

Gina Corwin
ADHS Chief Procurement Officer

Digitally signed by Gina
Corwin
Date: 2024.03.21 08:41:22
07:00

	SCOPE OF SERVICES REQUEST FOR GRANT APPLICATION RFGA NO. 2024-003 PrEP & nPEP Patient Navigation	ARIZONA DEPARTMENT OF HEALTH SERVICES 150 N. 18 th Avenue, Suite 530 Phoenix, Arizona 85007
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1. BACKGROUND.

- 1.1. The mission of the Arizona Department of Health Services, Office of HIV & Hepatitis C Services (OHHS), and Human Immunodeficiency Virus (HIV) Prevention Program is to meet the HIV prevention public health needs within the state of Arizona through collaboration with diverse community partners and individuals. OHHS has the responsibility for administering Integrated HIV Surveillance and Prevention Programs for Health Departments funds (CDC PS 18-1802) provided by the U.S. Centers for Disease Control and Prevention (CDC). OHHS contracts with Public Health Departments statewide to conduct CDC-required high-impact HIV prevention strategies and activities, including:
 - 1.1.1. Data Collection, analysis, and dissemination,
 - 1.1.2. Identification of individuals,
 - 1.1.3. Responding to HIV transmission clusters and outbreaks,
 - 1.1.4. Providing comprehensive prevention services for people living with HIV,
 - 1.1.5. Providing comprehensive prevention services for HIV-negative individuals at-risk for HIV infection,
 - 1.1.6. Perinatal prevention and surveillance,
 - 1.1.7. Community-level HIV prevention activities,
 - 1.1.8. Integrated prevention and care planning,
 - 1.1.9. Structural strategies to support/facilitate HIV surveillance and prevention,
 - 1.1.10. Data-driven monitoring and evaluation, and
 - 1.1.11. Capacity building and technical assistance.
- 1.2. Federal funding is provided via a cooperative agreement that terminates on May 31, 2024. Each grant year begins on January 1st and ends on December 31st.

2. AWARD INFORMATION.

- 2.1. The Grantee has the discretion to determine how the award amount is utilized and should provide a detailed outline of costs using Attachment G – Budget Workbook. The Grantee must adhere to the funding restrictions as outlined in this RFGA;
- 2.2. This RFGA is supported by funding through a cooperative agreement with the CDC HIV Surveillance and Prevention Programs for Health Departments (CDC-PS-18-1802) under the Catalog of Federal Domestic Assistance 93.940;
- 2.3. Approximately \$2,000,000.00 shall be available each Grant year for a five (5) year grant period (Upon award through June 2027). Budgets and work plans will be reviewed annually and may be decreased based on:
 - 2.3.1. Changes to CDC funding allocation,
 - 2.3.2. Changes to CDC caps on clinical services, and
 - 2.3.3. Failure to meet the goals and activities outlined in this RFGA.

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- 2.4. ADHS has the option to award as needed;
- 2.5. The funds are awarded to ADHS and awarded to sub-grantees through the RFGA process; and
- 2.6. ADHS has the right to partially award based on the needs and areas being served.

3. FUNDING OPPORTUNITY ELIGIBILITY.

- 3.1. To be eligible for funding each of the following shall be met:
 - 3.1.1. Ability to provide behavioral interventions to persons at risk of HIV to prevent the transmission of HIV,
 - 3.1.2. Ability to ensure that funding shall only be used for program purposes,
 - 3.1.3. Must not be a Federally Qualified Health Care Center already receiving direct funds for PrEP activities from the Health Resources & Services Administration (HRSA) Bureau of Primary Health Care (BHPC), and
 - 3.1.4. A not-for-profit organization and include:
 - 3.1.4.1. State or local governments,
 - 3.1.4.2. Tribal entities,
 - 3.1.4.3. Not-for-profit organization with a 501(c)3 tax exempt status, and
 - 3.1.4.4. Federally Qualified Health Centers.

4. FUNDING RESTRICTIONS.

- 4.1. Funding is limited and ADHS has the option to award as needed not to exceed \$2,000,000.00 collectively;
- 4.2. Funds shall only be used for allowable program purposes (see Attachment G – Budget Workbook); and
- 4.3. Funds shall not be used for:
 - 4.3.1. Research,
 - 4.3.2. Furniture,
 - 4.3.3. Publicity or propaganda for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body, and
 - 4.3.4. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before any legislative body.

5. PROGRAM IMPLEMENTATION.

- 5.1. Program Goal

To establish Pre-Exposure Prophylaxis/ Pre-Exposure Prophylaxis (PrEP/nPEP) Navigation Services program that provides HIV negative individuals at-risk of acquiring HIV with assistance obtaining access to, and engaging in PrEP/nPEP, or other HIV prevention interventions including:

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- 5.1.1. Increase the number of HIV negative individuals who are at-risk for acquiring HIV, who utilize PrEP as an on-going HIV prevention intervention,
- 5.1.2. Increase the number of HIV negative individuals who are at-risk for acquiring HIV, who utilize nPEP as an emergency HIV prevention intervention,
- 5.1.3. Increase the number of HIV negative individuals who are at-risk for acquiring HIV, who utilize condoms, risk reduction and harm reduction strategies, and other HIV prevention strategies, including HIV treatment as prevention ("undetectable = untransmittable"),
- 5.1.4. Decrease the number of individuals in Arizona who acquire HIV, and
- 5.1.5. Establish a PrEP and nPEP navigation program that targets individuals at-risk for acquiring HIV using diverse.

6. AREAS OF SERVICE.

State of Arizona.

7. TARGET POPULATION.

Person at high risk of acquiring HIV.

8. SCOPE OF SERVICES.

The Office of HIV Prevention has prioritized access to PrEP within target populations, for individuals at risk for acquiring HIV:

- 8.1 PrEP is the preemptive use of drugs to prevent disease in people who have not yet been exposed to the disease- causing agent,
- 8.2 PrEP is an optional treatment which may be taken by people who are HIV negative and at-risk for acquiring HIV through sexual activity or injecting drugs,
- 8.3 CDC states that "PrEP is a powerful HIV Prevention tool and can be combined with condoms and other prevention methods to provide even greater protection than when used alone",
- 8.4 Post-exposure prophylaxis (nPEP) is a method to prevent HIV infection after recent possible exposure to the virus,
- 8.5 nPEP should be used only in emergencies and must be started within seventy-two (72) hours after recent possible exposure to HIV,
- 8.6 The HIV Prevention Program seeks to partner with Grantees to establish PrEP/nPEP Navigation Services, to:
 - 8.6.1 Provide quality and comprehensive HIV/Sexually Transmissible Disease (HIV/STD) health education,
 - 8.6.2 Assist individuals at-risk for acquiring HIV to evaluate their readiness and ability to obtain pre-exposure or post-exposure prophylaxis,
 - 8.6.3 As requested, provide referrals to PrEP/nPEP prescribers, and/or assist with making initial PrEP/nPEP appointments, filling prescriptions, etc.,

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8.6.4 Provide monitoring and adherence support to individuals who initiate PrEP/nPEP, and

8.6.5 Provide individuals who are not ready to engage in PrEP/nPEP with education and referrals to HIV prevention services, and care and support services.

8.7 As of May 2023, the drugs approved by the Food & Drug Administration (FDA) and recommended for HIV PrEP are emtricitabine and tenofovir disoproxil fumarate, emtricitabine and tenofovir alafenamide, and cabotegravir extended-release injectable suspension. It is expected that additional PrEP drugs will become available during the term of the contract funded by this solicitation. Grantees will be required to adapt service delivery to support evaluation and navigation to all forms of HIV PrEP available to consumers, as they become available,

8.8 Develop and implement an annual strategy for providing PrEP/nPEP Navigation Services, including goals, objectives and activities. The plan should scale the nature and the volume of resources necessary to deliver PrEP/nPEP Navigation Services to target populations in the Grantee's Planning Region,

8.9 Develop and implement processes to make PrEP/nPEP Navigation Services available as part of HIV/STD testing services, and/or walk-in or scheduled appointments,

8.10 Entities awarded for PrEP/nPEP Navigation Services that have onsite HIV/STD testing shall establish an internal process to refer clients to receive a PrEP/nPEP education and readiness assessment based on testing outcomes (HIV negative/STD Negative, or HIV negative/STD Positive),

8.11 Entities awarded for PrEP/nPEP Navigation Services that do not have onsite HIV/STD testing shall establish a process to accept external referrals for PrEP/nPEP education and readiness assessments.

8.12 PrEP Navigation Services

8.12.1 Evaluate and individual's readiness to use PrEP as an HIV prevention strategy:

8.12.1.1 Provide basic HIV education, and HIV testing education;

8.12.1.2 Provide basic PrEP education, including incorporating PrEP into a personal HIV prevention strategy;

8.12.1.3 Discuss PrEP medical and treatment adherence needs;

8.12.1.4 Discuss other HIV and STD prevention methods such as condom use, risk reduction, harm reduction, nPEP and HIV treatment as prevention ("undetectable = untransmittable"); and

8.12.1.5 Allowing the individual to determine their readiness to engage in PrEP as an HIV prevention strategy.

8.12.2 For individuals who indicate they are ready to use PrEP and have health insurance:

8.12.2.1 Assist the individual to evaluate current medical and prescription coverage, to estimate out-of-pocket and other costs associated with PrEP use;

8.12.2.2 Assist the individual to apply and enroll in health care programs, other health insurance, and cost assistance programs offered by pharmaceutical manufacturers, private foundations, and/or other entities,

8.12.2.3 Assist the individual to identify a PrEP prescriber,

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- 8.12.2.4 As requested, assist the individual to make an initial appointment with their chosen PrEP prescriber,
- 8.12.2.5 As requested, assist the individual with appointment reminders and other needs to attend their initial and follow up PrEP medical appointments, as feasible,
- 8.12.2.6 Contact the individual after they have attended their initial and follow-up PrEP medical appointments to determine if the individual received and filled a prescription for PrEP,
- 8.12.2.7 As requested, assist the individual with a minimum of three (3) months PrEP engagement and treatment adherence support (reminders, phone/text, check-ins, etc.); and
- 8.12.2.8 As requested, provide referrals to other HIV prevention services, and other care and supportive services as identified.
- 8.12.3 For individuals who indicate they are ready to use PrEP and do not have health insurance:
 - 8.12.3.1 Assist the individual and evaluate to estimate out-of-pocket and other costs associated with PrEP use; and
 - 8.12.3.2 Assist the individual to apply and enroll in health care programs, health insurance, and/or cost assistance programs offered by pharmaceutical manufacturers, private foundations, and/or other entities.
- 8.12.4 If the individual can pay their expected PrEP costs, or is able to secure insurance and/or payment assistance:
 - 8.12.4.1 Assist the individual to identify a PrEP prescriber;
 - 8.12.4.2 As requested, assist the individual to make an initial appointment with their chosen PrEP prescriber;
 - 8.12.4.3 As requested, assist the individual with appointment reminders and other needs to attend their initial and follow-up PrEP medical appointments, as feasible;
 - 8.12.4.4 Contact the individual after they have attended their initial and follow-up PrEP medical appointments to determine if the individual received and filled a prescription for PrEP;
 - 8.12.4.5 As requested, assist the individual with a minimum of three (3) months PrEP engagement and treatment adherence support (reminders, phone/text, check-ins, etc.); and
 - 8.12.4.6 As requested, provide referrals to other HIV prevention services, and other care and supportive services as identified.
- 8.12.5 For individuals who indicate they are not ready to use PrEP, or who have financial or other barrier to obtaining PrEP, as requested, provide referrals to other HIV prevention services, and other care and supportive services.
- 8.13 nPEP Navigation Services
 - 8.13.1 Evaluate an individual's readiness to use nPEP as an emergency HIV prevention strategy:
 - 8.13.1.1 Assess the individual's potential exposure to HIV (type of possible exposure, timeframe since presumed exposure, etc.),

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8.13.2 Provide education about nPEP as an emergency HIV prevention option:

- 8.13.2.1 Provide basic HIV education, and HIV testing education;
- 8.13.2.2 Accurately and simply describe nPEP;
- 8.13.2.3 Describe the role of nPEP as an emergency HIV prevention strategy;
- 8.13.2.4 Describe approaches and aspects of adherence to nPEP;
- 8.13.2.5 Discuss other HIV prevention methods such as pre-exposure prophylaxis, condom use, risk reduction, harm reduction, non-occupational post-exposure prophylaxis (nPEP), and HIV treatment as prevention (“undetectable = untransmittable”); and
- 8.13.2.6 Assist individuals to evaluate their readiness to use nPEP as an emergency HIV prevention strategy.

8.13.3 For individuals who indicate they are ready to use nPEP and have health insurance:

- 8.13.3.1 Assist the individual to evaluate current medical and prescription coverage, to estimate out-of-pocket and other costs associated with nPEP use;
- 8.13.3.2 Assist the individual to apply and enroll in cost assistance programs offered by pharmaceutical manufacturers, private foundations, and/or other entities;
- 8.13.3.3 Assist the individual to identify a nPEP prescriber;
- 8.13.3.4 As requested, assist the individual to make an appointment with their chosen nPEP prescriber;
- 8.13.3.5 As requested, assist the individual with appointment reminders and other needs to attend their initial and follow up nPEP medical appointments, as feasible;
- 8.13.3.6 Contact the individual after they have attended their nPEP medical appointment to determine if the individual received and filled a prescription for nPEP;
- 8.13.3.7 As requested, assist the individual with up to three (3) months nPEP engagement and treatment adherence support (reminders, phone/text, check-ins, etc.); and
- 8.13.3.8 As requested, provide referrals to other HIV prevention services, and other care and supportive services as identified.

8.13.4 For individuals who indicate they are ready to use nPEP and do not have health insurance:

- 8.13.4.1 Assist the individual to evaluate and estimate out-of-pocket and other costs associated with nPEP use; and
- 8.13.4.2 Assist the individual to apply and enroll in health care programs, health insurance, and/or cost assistance programs offered by pharmaceutical manufacturers, private foundations, and/or other entities.

8.13.5 For individuals who can pay their expected nPEP costs, or is able to secure insurance and/or payment assistance:

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- 8.13.5.1 Assist the individual to identify a nPEP prescriber;
- 8.13.5.2 As requested, assist the individual to make an appointment with their chosen nPEP prescriber;
- 8.13.5.3 As requested, assist the individual with appointment reminders and other needs to attend their initial and follow-up nPEP medical appointments, as feasible;
- 8.13.5.4 Contact the individual after they have attended their nPEP medical appointment to determine if the individual received and filled a prescription for nPEP;
- 8.13.5.5 As requested, assist the individual with up to one (1) month nPEP engagement and treatment adherence support (reminders, phone/text, check-ins, etc.); and
- 8.13.5.6 As requested, provide referrals to other HIV prevention services, and other care and supportive services as identified.
- 8.13.6 For individuals who indicate they are:
 - 8.13.6.1 Not ready to use nPEP, or
 - 8.13.6.2 Have not accessed nPEP within the required timeframe for effectiveness, or
 - 8.13.6.3 Have a financial or other barrier to obtaining PrEP, as requested, provide referrals to HIV testing providers, other HIV prevention services, and other care and supportive services.
- 8.13.7 Develop and implement education and awareness strategies that increase consumer awareness of the availability and normalize PrEP/nPEP use among HIV positive individuals and individuals at-risk for acquiring HIV. Strategies should address individual, organizational, and community-level needs related to PrEP/nPEP, HIV/STD transmission and prevention, sexual health, negotiation skills, and other HIV/STD-related content,
- 8.13.8 Establish Memorandums of Understanding (MOU) with local health jurisdictions throughout Arizona, and an extensive network of community service providers, including medical care providers, HIV service organizations, and other community-based organizations, community health clinics, private medical providers medical case managers, Ryan White Programs, and the AIDS Drug Assistance Program,
- 8.13.9 Annually gather information from program participants and partners regarding the delivery of PrEP/nPEP Navigation Services programming. Assessment methodologies will be collaboratively developed with the HIV Prevention Program, and
- 8.13.10 Conduct ongoing program evaluation, and completed quantitative and qualitative programmatic reporting.

9. DELIVERABLES.

The Grantee shall provide:

9.1. Evaluation:

9.1.1. For PrEP Navigation Services:

- 9.1.1.1. Number of individuals referred for a PrEP readiness assessment, detailed by referral source,

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9.1.1.2. At least fifty percent (50%) of all individuals monthly identify as ready to use PrEP, receive a PrEP prescription within sixty (60) days of the initial prescription,

9.1.1.3. Consumer satisfaction assessment results, and

9.1.1.4. Qualitative report regarding program performance is due by the tenth (10th) of each month or the next business day.

9.1.2. For nPEP Navigation Services:

9.1.2.1. Number of individuals referred for a nPEP readiness assessment, detailed by referral source,

9.1.2.2. Number of individuals who identified as ready to use nPEP who received a nPEP prescription within seventy-two (72) hours of exposure,

9.1.2.3. Consumer satisfaction assessment results, and

9.1.2.4. Qualitative report regarding program performance is due by the tenth (10th) of each month or the next business day.

9.1.3. Annually, the grantee shall gather information from providers, consumers, and partners to assess the effectiveness of its PrEP/nPEP Navigation Services Program. The results of the assessment should be used to inform quality improvement efforts, service delivery, service planning, and evaluation. Assessment activities will be developed and implemented in collaboration with the HIV Prevention Program. The report is due annually thirty days after the end of the contract period.

9.2. Reporting:

Each month contracted, the grantee shall be required to collect and report quantitative and qualitative data related to program demographics, utilization and performance. A standardized reporting form will be provided by the HIV Prevention Program. The report will be due by the 10th of every month for the previous month. Reporting may include:

9.2.1. For PrEP Navigation Services:

9.2.1.1. Number of individuals referred for a PrEP readiness assessment, detailed by referral source, and insured/uninsured status,

9.2.1.2. Number of individuals who identified as ready to use PrEP that received a PrEP prescription, by insured/uninsured status,

9.2.1.3. Number of insured/uninsured individuals who accessed cost assistance programs, by type of program, and


9.2.1.4. Qualitative report regarding program performance is due by the tenth (10th) of each month or the next business day.

9.2.2. For nPrEP Navigation Services:

9.2.2.1. Number of individuals referred for a nPEP readiness assessment, detailed by referral source, and insured/uninsured status,

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- 9.2.2.2. Number of individuals who identified as ready to use nPEP that received a nPEP prescription, by insured/uninsured status,
- 9.2.2.3. Number of insured/uninsured individuals who accessed cost assistance programs, by type of program, and
- 9.2.2.4. Qualitative report regarding program performance is due by the tenth (10th) of each month or the next business day.
- 9.2.3. Each month contracted, the grantee shall be required to collect and report quantitative and qualitative data related to program demographics, utilization and performance. The report will be due by the 10th of every month for the previous month. A standardized reporting form will be provided by the HIV Prevention Program,
 - 9.2.3.1. The Grantee shall agree to allow the HIV Prevention Program to share program performance data/metric with the public, as part of online programmatic dashboards, presentations, reports, etc. When performance data is shared, information that may identify the Grantee will not be displayed,
 - 9.2.3.2. The Grantee shall be required to participate in performance review and quality improvement meetings with the HIV Prevention Program, either in-person or via teleconference/web-based conference. The meeting schedule will be collaboratively developed with the HIV Prevention Program,
 - 9.2.3.3. During the project, the Grantee may be requested to present on their activities, either in-person or via teleconference/web-based conference, and
 - 9.2.3.4. At the thirty (30) days from the conclusion of the project, the Grantee will be required to provide a written summary report of the entire scope and performance of the project. The HIV Prevention Program and the Grantee will develop an agreed-upon format and content for the report.
- 9.2.4. A comprehensive program report will be required two (2) times each year,
 - 9.2.4.1. August 15th – for activities conducted between January 1st to June 30th,
 - 9.2.4.2. February 15th the following year – for activities conducted between July 1st to December 31st,
 - 9.2.4.3. Each report will detail:
 - 9.2.4.3.1. An overview of programmatic activity that occurred during the reporting period, including substantial changes, work/staffing, successes, challenges, and anticipated changes for the next reporting period,
- 9.2.5. A cumulative reporting of quantitative and qualitative data will be required two (2) times each year,
 - 9.2.5.1. Other reporting metrics as defined by programmatic necessity and/or CDC guidance.
- 9.2.6. Provide a valid Certificate of Liability Insurance (COI) within ten (10) days of notice of Contract Award that meets the written specifications in the Special Terms and Conditions. COI shall be renewed annually and automatically sent to the ADHS Procurement Office. ADHS will not be able to issue a Purchase Order for the commencement and continuation of services without a current

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and valid COI on file with the Procurement Office. CERs are due by the tenth (10th) of each month for the previous month.

10. APPROVALS.

10.1. For any and all instances during the full term of the Grant, the following activities or elements used by the Grantee shall require written approval from the HIV Prevention Program:

- 10.1.1. Adaptation or changes to the intervention,
- 10.1.2. Changes to objectives and activities,
- 10.1.3. Submission of any print, digital or audio materials intended for use as part of contracted programming,
- 10.1.4. Purchasing or leasing software systems, and/or software subscriptions,
- 10.1.5. Reallocations of funding,
- 10.1.6. Use of subGrantees. Approval requests shall require written notification to ADHS and be included in the budget and subGrantee agreement,
- 10.1.7. Changes in program staffing, including new hires,
- 10.1.8. Purchase and provision of incentives, access cards, vouchers, or third-party payment products,
- 10.1.9. Purchase and provision of transportation services,
- 10.1.10. In-state travel requiring an overnight stay,
- 10.1.11. Changes Out-of-state travel, and
- 10.1.12. Changes Use of refreshments in any aspect of the program.

11. REQUIREMENTS.

The Grantee shall:

- 11.1. Be able to fully implement the program within thirty (30) days of notice of grant award;
- 11.2. Goals will be based upon:
 - 11.2.1. The service delivery model of the selected intervention(s),
 - 11.2.2. The scalability of the intervention(s),
 - 11.2.3. The target population(s) that will be recruited for participation in the intervention(s),
 - 11.2.4. ADHS established PrEP and nPEP standards of care, and
 - 11.2.5. Consumer satisfaction with the PrEP/nPEP programming.

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11.3. Data Collection and Reporting:

- 11.3.1. Each month, the Grantee shall be required to collect and report quantitative and qualitative data related to program demographics, utilization and performance. A standardized reporting form will be provided by the HIV Prevention Program,
- 11.3.2. The Grantee shall agree to allow the HIV Prevention Program to share program performance data/metrics with the public, as part of online programmatic dashboards, presentations, reports, etc. When performance data is shared, information that may identify the Grantee will not be displayed,
- 11.3.3. The Grantee shall be required to participate in performance review and quality improvement meetings with the HIV Prevention Program, either in-person or via teleconference/web-based conference. The meeting schedule will be collaboratively developed with the HIV Prevention Program,
- 11.3.4. During the project, the Grantee may be requested to present on their activities, either in-person or via teleconference/web-based conference, and
- 11.3.5. At the conclusion of the project, the Grantee shall be required to provide a written summary report of the entire scope and performance of the project. The HIV Prevention Program and the Grantee will develop an agreed-upon format and content for the report.

11.4. Staffing:

- 11.4.1. Designate a Project Manager who shall serve as the primary contact for the HIV Prevention Program,
- 11.4.2. The Project Manager shall be responsible for all aspects of:
 - 11.4.2.1. Project design,
 - 11.4.2.2. Staffing, implementation,
 - 11.4.2.3. Fiscal management,
 - 11.4.2.4. Monitoring, reporting, and
 - 11.4.2.5. Evaluation.
- 11.4.3. The Project Manager shall represent the Grantee as requested by the HIV Prevention Program, including but not limited to:
 - 11.4.3.1. Grantee Meetings,
 - 11.4.3.2. Calls,
 - 11.4.3.3. CDC site visits,
 - 11.4.3.4. HIV Statewide Advisory Group meetings, and
 - 11.4.3.5. Quality assurance reviews.

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- 11.4.4. Assign specific individuals to staff condom distribution programming. The HIV Prevention Program will be notified of any changes to staffing prior to the changes occurring,
- 11.4.5. Develop and implement an annual training plan for all staff assigned to PrEP/nPEP Navigation Services programming, in collaboration with the HIV Prevention Program,
- 11.4.6. Develop and implement a plan to ensure coverage of program staffing due to:
 - 11.4.6.1. Resignations,
 - 11.4.6.2. Terminations,
 - 11.4.6.3. Extended leave of absences exceeding thirty (30) calendar days,
 - 11.4.6.4. Reduction in time assigned to programmatic effort, and etc., and
 - 11.4.6.5. Ensure all staff that are utilized for coverage/substitution have equal ability and qualifications as the staff member they are covering/replacing.
- 11.4.7. Assign one (1) program representative to attend the annual HIV Symposium/Grantee Meeting, and other required Grantee meetings and trainings that may occur as deemed by the HIV Prevention Program, CDC or HRSA, such as:
 - 11.4.7.1. Grantee Expenditure Report (CER)/billing submission training,
 - 11.4.7.2. Plain language/data visualization training,
 - 11.4.7.3. Materials review training,
 - 11.4.7.4. Quality improvement training, and
 - 11.4.7.5. Cultural competency/humility training.

Required trainings will be scheduled with as much advance notice as possible.

- 11.5. Programmatic Reporting:
 - 11.5.1. Develop and implement processes to collect data required by the HIV Prevention Program for programmatic reporting and monitoring, and
 - 11.5.2. The Develop and implement policies and procedures specific to the provision of PrEP/nPEP navigation Services, and review and update these policies annually.
- 11.6. Security and Confidentiality:
 - 11.6.1. Ensure that all staff receive and sign security and confidentiality agreements upon hiring and renew these agreements annually.
- 11.7. Fiscal Accountability:
 - 11.7.1. Develop and implement an annual budget for all aspects of providing PrEP/nPEP Navigation Services,

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11.7.2. Ensure that all equipment purchases obtained with HIV Prevention Program funding, including but not limited to computers, tablets, mobile phones, furniture, or appliances shall be documented annually, approved by the HIV Prevention Program, tagged as Arizona Department of Health Services property, and returned to the HIV Prevention Program upon program termination, and

11.7.3. Ensure that travel costs and travel reimbursements do not exceed those detailed in the State of Arizona travel policies, <https://gao.az.gov/sites/default/files/2023-03/5095%20Reimbursement%20Rates%20%20230109a.pdf>

11.8. Quality Improvement and Assurance:

11.8.1. Develop and implement a quality improvement/quality assurance plan, in collaboration with the HIV Prevention Program, and

11.8.2. Participate in annual quality improvement and quality assurance activities/reviews, and other quality activities required by the HIV Prevention Program.

11.9. General Oversight:

11.9.1. Develop and implement a plan to ensure that Year one (1) project start-up and implementation of services to clients takes no longer than Ninety (90) calendar days from the award of funding,

11.9.2. Participate in performance review and quality improvement meetings with the HIV Prevention Program, either in-person or via teleconference/web-based conference. The HIV Prevention Program and Grantees will develop an agreed-upon meeting schedule,

11.9.3. Participate in all required monitoring and site visits by the HIV Prevention program and provide requested documentation for subrecipient monitoring,

11.9.4. Complete quality improvement projects or undertake corrective action to remedy any findings identified in a monitoring or site visit process,

11.9.5. Draft written documents using plain language and graphic formats for ease of understanding,

11.9.6. Submit all materials that are intended for use by the program, regardless of format (print, digital, recording, etc.), to the HIV Prevention Program's Materials Review Committee for approval, and

11.9.7. Provide programming according to Culturally and Linguistically Appropriate Services (CLAS) guidelines.

12. STATE PROVIDED ITEMS.

ADHS will provide:

12.1. Provide access to and operate the MEDSIS database to the approved participating staff:

12.1.1. The necessary secure method will be granted by ADHS Information Technology Services (ITS) for the MEDSIS database and applicable datasets, and

12.1.2. Technical assistance and support for data entry and data exports,

12.2. Provide any other information relevant to training and technical assistance; and

12.3. All templates and Exhibits One (1) – Two (2) referenced in this Grant Application. These documents can be

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accessed through e-Civis after contract award;

12.3.1. EXHIBIT One (1): 2 CFR 200.332, and

12.3.2. EXHIBIT Two (2): Grantee's Expenditure Report (CER).

13. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES.

13.1. Notices, Correspondence, CERs, and Reports from the Grantee to the ADHS shall be sent to:


Arizona Department of Health Services
Office of HIV & Hepatitis C Services
Attn: Eduardo Moreira Orantes
HIV Prevention Program Manager
150 North 18th Avenue, Suite 280
Phoenix, AZ 85007
Telephone: 480-698-5233
Email: eduardo.moreira-orantes@azdhs.gov

13.2. Invoices shall be sent to: invoices@azdhs.gov


13.3. Grantee's CERs shall be submitted no later than the close of business on the fifteenth (15th) business day of each month, following the month of service. The Grantee Manager, or Designee, shall approve the invoice. Approved invoices shall be paid by ADHS within thirty (30) days of receipt.

13.4. AUTOMATED CLEARING HOUSE. ADHS may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner, the Grantee must complete an ACH Vendor Authorization Form (form GAO-618) within thirty (30) days after the effective date of the Contract. The form is available online at: <https://gao.az.gov/publications/forms>

13.4.1. ACH Vendor Authorization Form shall be emailed to Vendor.Payautomation@azdoa.gov.

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- 1. DEFINITION OF TERMS.** As used in this Grant, the terms listed below are defined as follows:
- 1.1 "Attachment" means any document attached to the Grant and incorporated into the Grant.
 - 1.2 "ADHS" means Arizona Department of Health Services.
 - 1.3 "Budget Term" means the period of time for which the grant budget has been created and during which funds should be expended.
 - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Grantee to make changes authorized by the Terms and Conditions of the Grant.
 - 1.5 "Cost Reimbursement" means a Grant under which a Grantee is reimbursed for already incurred costs, which are reasonable, allowable and allocable in accordance with the Grant terms and approved by ADHS.
 - 1.6 "Days" means calendar days unless otherwise specified.
 - 1.7 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.8 "Grant" means the combination of the Terms and Conditions, the Specifications and Statement or Scope of Services, Attachments, Referenced Documents, any Grant Amendments and any terms applied by law.
 - 1.9 "Grant Amendment" means a written document signed by the Procurement Officer and the Grantee that is issued for the purpose of making changes in the Grant.
 - 1.10 "Grantee" means any person who has a Grant with the Arizona Department of Health Services.
 - 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.
 - 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
 - 1.15 "Services" means the furnishing of labor, time or effort by a Grantee or Subgrantee.
 - 1.16 "Subgrant" means any grant express or implied, between the Grantee and another party or between a subgrant and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Grant.
 - 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Grant, the term "State" shall not include the Grantee.

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2. GRANT TYPE. Payment shall be made on a Cost Reimbursement basis.

3. GRANT INTERPRETATION.


- 3.1. Arizona Law. The law of Arizona applies to this Grant including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Grant are a part of this Contract as if fully stated in it.
- 3.3. Grant Order of Precedence. In the event of a conflict in the provisions of the Grant, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.3.1. Terms and Conditions;
 - 3.3.2. Statement or Scope of Services;
 - 3.3.3. Attachments; and
 - 3.3.4. Referenced Documents.
- 3.4. Relationship of Parties. The Grantee under this Grant is an independent Grantee. Neither party to this Grant shall be deemed to be the employee or agent of the other party to the Grant.
- 3.5. Severability. The provisions of this Grant are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Grant.
- 3.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. GRANT ADMINISTRATION AND OPERATION.

- 4.1. Term. The initial terms of this Grant shall commence upon final signature by the State Government Administrator, and shall remain in effect for five (5) years unless terminated, canceled, or extended as otherwise provided herein.
- 4.2. Contract Renewal. This Grant shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Grant period. The term of the Grant shall not exceed five (5) years. However, if the original Grant period is for less than five (5) years, Grant period together with the renewal periods does not exceed five (5) years. If the State exercises such rights, all terms, conditions and provisions of the original Grant shall remain the same and apply during the renewal period with the exception of price and Scope of Services, which may be renegotiated.


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- 4.3. New Budget Term. If a budget term has been completed in a multi-term Grant, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Services or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4. Non-Discrimination. The Grantee shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Grantee shall include these provisions in contracts with SubGrantees when required by Federal or State law.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Grantee shall retain and shall contractually require each subgrantee to retain all data and other records ("records") relating to the acquisition and performance of the Grant for a period of five (5) years after the completion of the Grant. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Grantee shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Arizona Department of Health Service's Guidance for Federal Grant Award Management Manual shall be used by the Grantee in the management of Grant funds and by the State when performing a Grant audit. Funds collected by the Grantee in the form of fees, donations and/or charges for the delivery of these Grant services shall be accounted for in a separate fund.
- 4.6.1. *Federal Funding.* Grantees receiving federal funds under this Grant shall comply with the certified finance and compliance audit provisions of the Office of Management and Budget and related Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2. *State Funding.* Grantees receiving state funds under this Grant shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Grantee agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Grantee required by this Grant shall be made by the State to the person indicated on the signature page by the Grantee, unless otherwise stated in the Grant. Notices to the State required by the Grant shall be made by the Grantee to an ADHS Procurement Officer, unless otherwise stated in the Grant. An authorized ADHS Procurement Officer and an authorized Grantee representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Grant shall not be necessary.
- 4.9. Advertising and Promotion of Contract. The Grantee shall not advertise or publish information for commercial benefit concerning this Grant without the prior written approval of an ADHS Procurement Officer.
- 4.10. Property of the State.
- 4.10.1. *Equipment.* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Grant is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts,

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when the Grantee provides the services/materials required by the Grant, any and all equipment purchased by the Grantee remains the property of the Grantee. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

- 4.10.2. *Title and Rights to Materials.* As used in this section, the term “Materials” means all products created or produced by the Grantee under this Grant, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Grantee in performance of this Grant. Grantee acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Grantee is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Grantee, the Grantee hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Grantee shall not use or release these Materials without the prior written consent of the ADHS. When this Grant is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Grantee agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.
- 4.10.3. *Notwithstanding the above, if the Grantee is a State agency, the following shall apply instead:* It is the intention of ADHS and Grantee that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Grant and the citizens of the State of Arizona. As used in this paragraph, “Material” means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Grantee and any other materials created, prepared or received by the Grantee and subGrantees in performance of this Agreement. “Material” as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Grantee (or its employees, subGrantees or agents) prior to the commencement of the services funded by this Agreement or that may result from Grantee’s involvement in other service activities that are not funded by the Agreement.
- 4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Grantee shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Grantee’s right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Grantee’s own choosing. Grantee agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

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4.10.5. In addition, ADHS and Grantee agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Grantee agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Grantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

4.12. Federal Immigration and Nationality Act The Grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Grant. Further, the Grantee shall flow down this requirement to all subgrantees utilized during the term of the Grant. The State shall retain the right to perform random audits of Grantee and subGrantee records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Grantee and/or any subgrantees be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Grant for default and suspension and/or debarment of the Grantee.

5. COSTS AND PAYMENTS


5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net thirty (30) days. Upon receipt and acceptance of goods or services, the Grantee shall submit a complete and accurate Grantee's Expenditure Report for payment from the State within thirty (30) days.

5.2. Recoupment of Contract Payments.

5.2.1. *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Grantee and remain in its possession at the end of each budget term, or at the time of termination of the Grant, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2. *Contracted Services.* In a fixed price Grant, if the number of services provided is less than the number of services for which the Grantee received compensation, funds to be returned to the ADHS shall be determined by the Grant price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Grantee did not provide during the Grant term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Grantee shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Grantee can document as having been paid by the Grantee and approved by ADHS. In addition, the Grantee will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Principles up to the date of Grant termination.

5.2.3. *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Grant, the Grantee shall refund the greater of: i) the amount refundable

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in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

- 5.2.4. *Unacceptable Expenditures.* The Grantee agrees to reimburse the ADHS for all Grant funds expended, which are determined by the ADHS not to have been disbursed by the Grantee in accordance with the terms of this Grant or within the Federal Awarding Agency's award terms and conditions. The Grantee shall reimburse ADHS within forty-five (45) days of the determination of unacceptability.
- 5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable.
- 5.4. Applicable Taxes.
- 5.4.1. *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 5.4.2. *Tax Indemnification.* The Grantee and all subgrantees shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Grantee. Grantee shall require all subgrantees to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 5.4.3. *I.R.S. W9 Form.* In order to receive payment under any resulting Grant, the Grantee shall have a current I.R.S. W9 Form on file with the State of Arizona.
- 5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Grant beyond the first year of the budget term or Grant term. The State may reduce payments or terminate this Grant without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subgrants entered into by the Grantee in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.
- 5.6. Availability of Funds for the Current Grant Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:
- 5.6.1. Accept a decrease in price offered by the Grantee;
- 5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;
- 5.6.3. Offer reductions in funding as an alternative to Grant termination; or
- 5.6.4. Cancel the Grant.

6. CONTRACT CHANGES

- 6.1. Amendments, Purchase Orders and Change Orders. This Grant is issued under the authority of the Procurement Officer who signed this Grant. The Grant may be modified only through a Grant

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Amendment, Purchase Order and/or Change Order within the scope of the Grant, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Grant, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Grant are violations of the Grant and of applicable law. Such changes, including unauthorized Grant Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Grant shall not be entitled to any claim under this Grant based on those changes.

- 6.2. Subgrants. The Grantee shall not enter into any subcontract under this Grant without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Grant.
- 6.3. Assignments and Delegation. The Grantee shall not assign any right nor delegate any duty under this Grant without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

7. RISK AND LIABILITY

- 7.1. Risk of Loss. The Grantee shall bear all loss of conforming material covered under this Grant until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Grant. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Grantee regardless of receipt.


7.2. Force Majeure.

7.2.1. *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Grant if and to the extent that such party's performance of this Grant is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.2.2. *Exclusions.* Force Majeure shall not include the following occurrences:

- 7.2.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.2.2.2. Late performance by a subGrantee unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.2.2.3. Inability of either the Grantee or any subgrantee to acquire or maintain any required insurance, bonds, licenses or permits.

7.2.3. *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The

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delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Grant Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Grant.

7.2.4. *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.3. Third Party Antitrust Violations. The Grantee assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Grantee for or toward the fulfillment of this Grant.

8. DESCRIPTION OF MATERIALS The following provisions shall apply to Materials only:

8.1. Liens. The Grantee agrees that the Materials supplied under this Grant are free of liens. In the event the Materials are not free of liens, Grantee shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Grantee agrees that, for one (1) year after acceptance by the State of the Materials, they shall be:

8.2.1. Of a quality to pass without objection in the Grant description;

8.2.2. Fit for the intended purposes for which the Materials are used;

8.2.3. Within the variations permitted by the Grant and are of even kind, quantity, and quality within each unit and among all units;

8.2.4. Adequately contained, packaged and marked as the Grant may require; and

8.2.5. Conform to the written promises or affirmations of fact made by the Grantee.


8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4. Compliance With Applicable Laws. The Materials and services supplied under this Grant shall comply with all applicable federal, state and local laws, and the Grantee shall maintain all applicable license and permit requirements.

8.5. Survival of Rights and Obligations After Grant Expiration and Termination.

8.5.1. *Grantee's Representations.* All representations and warranties made by the Grantee under this Grant in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2. *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Grantee shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Grantee prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Grant.


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9. STATE'S CONTRACTUAL REMEDIES


- 9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Grantee does not intend to, or is unable to, perform or continue performing under this Grant, the Procurement Officer may demand in writing that the Grantee give a written assurance of intent to perform. Failure by the Grantee to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Grant.
- 9.2. Stop Work Order.
- 9.2.1. *Terms.* The State may, at any time, by written order to the Grantee, require the Grantee to stop all or any part of the work called for by this Grant for a period up to ninety (90) Days after the order is delivered to the Grantee, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Grantee shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 9.2.2. *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Grantee shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Grant price, or both, and the Grant shall be amended in writing accordingly.
- 9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Grant are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.
- 9.4. Right of Offset. The State shall be entitled to offset against any sums due the Grantee in any Grant with the State or damages assessed by the State because of the Grantee's non-conforming performance or failure to perform this Grant. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. GRANT TERMINATION

- 10.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Grant within three (3) years after Grant execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Grant on behalf of the State is, or becomes at any time while the Grant or an extension of the Grant is in effect, an employee of or a consultant to any other party to this Grant with respect to the subject matter of the Grant. The cancellation shall be effective when the Grantee receives written notice of the cancellation, unless the notice specifies a later time. If the Grantee is a political subdivision of the State, it may also cancel this Grant as provided in A.R.S. § 38-511.
- 10.2. Gratuities. The State may, by written notice, terminate this Grant, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Grantee or a representative of the Grantee to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Grant or an Amendment to the Grant, or receiving favorable treatment concerning the Grant, including the making of any determination or decision about Grant performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Grantee.

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- 10.3. Suspension or Debarment. The State may, by written notice to the Grantee, immediately terminate this Grant if the State determines that the Grantee or its subgrantee has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subgrantee of any public procurement unit or other governmental body.
- 10.4. Termination Without Cause.
- 10.4.1. Both the State and the Grantee may terminate this Grant at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.
- 10.4.2. If the Grantee terminates this Grant, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within five (5) days of the termination notice. In addition, if the Grantee terminates the Grant, the Grantee shall indemnify the State for any sanctions imposed by the funding source as a result of the Grantee's failure to complete the Grant.
- 10.4.3. If the State terminates this Grant pursuant to this Section, the State shall pay the Grantee the Grant price for all Services and Materials completed up to the date of termination. In a fixed price Grant, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Grantee can document as having been paid by the Grantee and approved by ADHS. In addition, the Grantee will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Grantee shall deliver to the ADHS all deliverables completed. ADHS may require Grantee to negotiate the terms of any remaining deliverables still due.
- 10.5. Mutual Termination. This Grant may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.
- 10.6. Termination for Default. The State reserves the right to terminate the Grant in whole or in part due to the failure of the Grantee to comply with any material obligation, term or condition of the Grant, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Grant. In the event the ADHS terminates the Grant in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Grantee shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.
- 10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Grantee shall perform work consistent with the requirements of the Grant and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Grantee terminated in part, the Grantee shall continue to perform the Grant to the extent not terminated. After receiving the notice of termination, the Grantee shall immediately notify all subgrantees, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Grantee and subGrantees shall stop all work.
- 10.8. Disposition of Property. Upon termination of this Grant t, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

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11. ARBITRATION

Pursuant to A.R.S. § 12-1518, disputes under this Grant shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

12. COMMUNICATION

12.1. Program Report. When reports are required by the Grant, the Grantee shall provide them in the format approved by ADHS; and

12.2. Information and Coordination. The State will provide information to the Grantee pertaining to activities that affect the Grantee's delivery of services, and the Grantee shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Grantee progresses, advice and information on matters covered by the Grant shall be made available by the Grantee to the State throughout the effective period of the Grant.

13. CLIENT GRIEVANCES

If applicable, the Grantee and its subgrantees shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Grant and which is acceptable to and approved by the State.

14. SOVEREIGN IMMUNITY

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. ADMINISTRATIVE CHANGES


The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Grant or Grant Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Grant Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Grantee notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

16. SURVIVAL OF TERMS AFTER TERMINATION OR CANCELLATION OF CONTRACT

All applicable Grant terms shall survive and apply after Grant termination or cancellation to the extent necessary for Grantee to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

17. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

17.1. The Grantee warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Grant. Grantee warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Grant so that both ADHS and Grantee will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief

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Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Grantee will sign any documents that are reasonably necessary to keep ADHS and Grantee in compliance with HIPAA, including, but not limited to, business associate agreements.

- 17.2. If requested by the ADHS Procurement Office, Grantee agrees to sign a “Pledge To Protect Confidential Information” and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Grantee agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Grantee has attended or participated in job related HIPAA training that is: (1) intended to make the Grantee proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

18. UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENT

Pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity) may receive a sub-award from ADHS unless the entity provides its Unique Entity Identifier Number to ADHS. The number can be created in SAM.gov. If already registered the UEI has been assigned and can be viewed in SAM.gov.


19. The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrc.gov/>

If applicable, the subrecipient or sub-awardee is required to abide by the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act – P.L. 109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrc.gov/>. The associated Grant Reporting Certification Form and completion instructions will be sent to the subrecipient from ADHS Program(s) responsible for the specific contract. The subrecipient or sub-awardee must return the completed form to ADHS Program(s) by the 15th of the month following that in which the award was received. Failure to complete a required Grant Reporting Certification Form may result in loss of funding.

20. 2 CFR §200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:

- 20.1. Procure or obtain;
- 20.2. Extend or renew a contract to procure or obtain; or
- 20.3. Enter in a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 20.3.1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and

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telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities):

20.3.1.1. Telecommunications or video surveillance services provided by such entities or using such equipment.

20.3.1.2. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonable believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

21. CONTRACTING; PROCUREMENT; INVESTMENT; PROHIBITIONS

- 21.1. A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- 21.2. A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.
- 21.3. Grantee hereby certifies that it is not currently engaged in, and will not for the duration of this Grant engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Grantee may result in action by the State up to and including termination of this Grant.

22. TECHNOLOGY REPLACEMENT

In any event where product is discontinued, no longer available or technically inferior to newly developed product, the Grantee shall provide an equivalent replacement model at no additional cost and shall honor the original contract terms

23. AUTHORIZATION FOR PROVISION OF SERVICES

Authorization for purchase of services under this Grant shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Grant number and the dollar amount of the funds authorized. The Grantee shall only be authorized to perform services up to the amount of the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless 2) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or an additional Purchase Order is issued for purchase of services under this Grant.

24. KEY PERSONNEL

It is essential the Grantee provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work performed under this Grant. The Grantee must assign specific individuals to key positions of responsibility. If any of the assigned Key/Essential Personnel does not satisfactorily perform the assigned duties, the Grantee shall withdraw such Key/Essential Personnel immediately upon ADHS' notification and shall replace the withdrawn Key/Essential Personnel with other Key/Essential Personnel at no additional cost to ADHS.

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25. INFORMATION DISCLOSURE

The Grantee shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the Grant shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Grant. Persons requesting such information should be referred to the State. The Grantee also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Grantee as needed for the performance of duties under the Grant, unless otherwise agreed to in writing by the State.

26. GRANT RESTRICTIONS

Grantees will provide a copy of all printed or broadcast media or any other educational materials developed using funds awarded under this Grant to the ADHS Program Manager for approval. Media and/or printed educational materials will adhere to the required wording as follows: "Funded in part by the Bureau of Infectious Disease Services as made available through the Arizona Department of Health Services" or add ADHS logo.

27. ARIZONA SUBSTITUTE/IRS W-9 FORM.

In order to receive payment, the Grantee shall have a current Arizona Substitute W-9 Form on file with the State of Arizona, unless not required by law.

28. OFFSHORE PERFORMANCE OF WORK PROHIBITED.

Any services that are described in the specifications or scope of services that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Grant. This provision applies to work performed by subGrantees at all tiers.

29. PURCHASE ORDERS.

The Grantee shall, in accordance with all terms and conditions of the Grant, fully perform and shall be obligated to comply with all Purchase Orders received by the Grantee prior to the expiration or termination hereof, unless otherwise directed in writing by the ADHS Administrator, including, without limitation, all Purchase Orders received prior to but not fully performed and satisfied at the expiration or termination of this Grant.


30. PANDEMIC CONTRACTUAL PERFORMANCE.

30.1. The State shall require a written plan that illustrates how the Grantee shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at any time prior or post award of a Grant. At a minimum, the pandemic performance plan shall include:

30.1.1. Key succession and performance planning if there is a sudden significant decrease in Grantee's workforce.

30.1.2. Alternative methods to ensure there are products in the supply chain.

30.1.3. An up-to-date list of company contacts and organizational chart.

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- 30.2. In the event of a pandemic, as declared the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Grant impossible or impracticable, the State shall have the following rights:
- 30.2.1. After the official declaration of a pandemic, the State may temporarily void the Grant(s) in whole or specific sections, if the Grantee cannot perform to the standards agreed upon in the initial terms.
- 30.2.2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code.
- 30.2.3. Once the pandemic is officially declared over and/or the Grantee can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided Grant(s).
- 30.3. The State, at any time, may request to see a copy of the written plan from the Grantee. The Grantee shall produce the written plan within seventy-two (72) hours of the request

31. INDEMNIFICATION CLAUSE

- 31.1. To the fullest extent permitted by law, Grantee shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee or any of its owners, officers, directors, agents, employees or subGrantees. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Grantee to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Grantee from and against any and all claims. It is agreed that Grantee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Grantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Grantee for the State of Arizona.
- 31.2. This indemnity shall not apply if the Grantee or sub-Grantee(s) is/are an agency, board, commission or university of the State of Arizona.

32. INSURANCE REQUIREMENTS

- 32.1. Grantee and subgrantees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Grant, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Grantee, its agents, representatives, employees or subGrantees.
- 32.2. The Insurance Requirements herein are minimum requirements for this Grant and in no way limit the indemnity covenants contained in this Grant. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that arise out of the performance of the work under this Grant by the Grantee, its agents, representatives, employees or subGrantees, and the Grantee is free to purchase additional insurance.

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32.3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Reference Exhibit E – Insurance Requirements.

33. CIVIL RIGHTS ASSURANCE STATEMENT.

The Grantee and Subgrantee are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.

34. AMERICANS WITH DISABILITIES ACT OF 1990.

34.1 The Grantee shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

34.2 Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the Contract Manager for the Grant. Request should be made as early as possible to allow time to arrange the accommodation.

35. FEDERAL FUNDING.


Funding for these services is contingent upon the availability of federal government funding. No commitment of any kind is made by the State concerning this Grant unless there are monies provided by a federal grant. The Grantee should take this fact into consideration.

35.1. For the purposes of this Grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$250 or greater.

35.2. Grantee agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every. Grantee agrees that funds will not be used for the construction of new facilities.


35.3. Grantee agrees to follow equipment disposition policies as determined by the Federal Awarding Agency at Award Completion or as depicted in the State of Arizona Accounting Manual. Grantee also agrees to follow the directives in ADHS Property and Procedure Policy FIN 111.

35.4. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must: Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated; Be incorporated into the official records of the non-Federal entity; Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding one hundred percent (100%) of compensated activities (for IHE, this per the IHE's definition of IBS); Encompass both federally assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy; Comply with the established accounting policies and practices of the non-Federal entity (See paragraph above for treatment of incidental work for IHEs) and Support the distribution of the employee's salary or wages

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among specific activities or cost objectives if the employee works on more than one (1) Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two (2) or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes only.

- 35.5. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADHS-approved advance payments.
- 35.6. The final request for reimbursement of grant funds must be received by the ADHS no later than sixty (60) days after the last day of the award period.
- 35.7. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 35.8. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award unless funding guidelines permit funds to be used at a future date.
- 35.9. Grantee agrees to remit all unexpended grant funds to the ADHS within thirty (30) days of written request from the ADHS.
- 35.10. Grantee agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the State of Arizona Accounting Manual (SAAM) located at the following website. <https://gao.az.gov/publications/saam> Interest earned in excess of allowable limits must be remitted to the ADHS within thirty (30) days after receipt of a written request from the ADHS.
- 35.11. Grantee agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the ADHS.
- 35.12. Grantee agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the ADHS.
- 35.13. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
- 35.14. Grantee agrees that grant funds are not to be expended for any indirect costs that may be incurred by Grantee for administering these funds unless explicitly approved in writing by the ADHS. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the Grantee.
- 35.15. Grantee will comply with the audit requirements of OMB Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards and provide the ADHS with the Single Audit Report and any findings within ninety (90) days of receipt of such finding(s). If the report contains no findings, the Grantee must provide notification that the audit

	<p style="text-align: center;">TERMS AND CONDITIONS</p> <p style="text-align: center;">REQUEST FOR GRANT APPLICATION</p> <p style="text-align: center;">RFGA NO. 2024-003</p> <p style="text-align: center;">PrEP & nPEP Patient Navigation</p>	<p>ARIZONA DEPARTMENT OF HEALTH SERVICES 150 N. 18th Avenue, Suite 530 Phoenix, Arizona 85007</p>
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was completed. All completed Single Audits should be uploaded in the format specified to the Federal Audit Clearinghouse no later than nine months after the entity's fiscal year-end at the attached **Link**: <https://harvester.census.gov/facweb/default.aspx/>.

- 35.16. Grantee certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide. OMB A-102 is obsolete, these references can likely be removed in their entirety as they simply reference Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards located at 2 CFR 200.
- 35.17. Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
- 35.18. Grantee agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* <https://www.sam.gov/portal/public/SAM/>
- 35.19. Grantee agrees to ensure that, no later than the due date of the Grantee's first financial report after the award is made, Grantee and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
- 35.20. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
- 35.21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.
- 35.22. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
- 35.23. Pursuant to A.R.S. § 35-181.03, A. through C. any nonprofit corporation that receives at least \$250,000, but less than \$750,000 in state assistance in any fiscal year shall file audited financial statements prepared in accordance with federal single audit regulations or financial statement prepared in accordance with generally accepted accounting principles and audited by an independent certified public accountant and provide those evaluation to the ADHS Office of Auditing upon completion at Audit@azdhs.gov. Each nonprofit corporation receiving \$250,000 or less in state assistance in any fiscal year shall comply with contract requirements concerning financial and compliance audits contained in the Grant governing such programs.
<https://www.azleg.gov/viewdocument/?docName=https://www.azleg.gov/ars/35/00181-03.htm>

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36. FRAUD, WASTE, AND ABUSE

- 36.1. ADHS requires all employees to abide by the State's Personnel System Rules, R2-5A-501; Standards of Conduct which includes maintaining high standards of honesty, integrity, and impartiality, free from personal considerations and/or favoritism, and Code of Conduct for individuals engaged in Accounting, Financial and Budgeting Activities which depicts the moral, ethical, legal and professional aspects of personal conduct. ADHS requires the same conduct of its consultants, vendors, Grantees, subrecipients, or persons doing business with the agency.
- 36.2. Any State employee, consultant, vendor, Grantee or subrecipient or person doing business with the Agency who receives a report of improper activity must report the information within one (1) business day. **Note:** Federal Award policy denotes awardees must disclose, in a timely manner, in writing to ADHS all violations of Federal Criminal Law, involving fraud, bribery, or gratuity violations potentially affecting Federal Awards.
- 36.3. Anyone suspecting Fraud, Waste, or Abuse related to ADHS activities are required to report Fraud, Waste, or abuse through any of the following reporting channels:
- 36.3.1. ADHS Ethics Action Hotline at (602) 542-2347,
 - 36.3.2. ADHS Ethics Action Email at reportethics@azdhs.gov ,or
 - 36.3.3. General Accounting Office (GAO) Fraud Reporting Email at reportfraud@azdoa.gov to report Fraud, Waste, or Abuse incidents.

37. NEW PRODUCTS/SERVICES LANGUAGE

The State, at its sole discretion may allow new products or services identified by the Grantee or ADHS to be incorporated. The request may be submitted at any time during the Grant period. The requested products or services shall align with the current Scope of Services and Price List.

38. PROTECTION OF STATE CYBERSECURITY INTERESTS

The Grantee shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.

39. COMMENTS WELCOME

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 280, Phoenix, Arizona 85007.

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 Arizona Department of Health Services
 Southwest Center for HIV/AIDS

Created by and for individuals at risk or living with HIV, The Southwest Center for HIV/AIDS (SWC) is the largest HIV-testing non-governmental agency in the state of Arizona. With HIV treatment and prevention at the core of our services, SWC has become a center of healthcare excellence by creating a culturally reactive mental and physical health clinic supporting historically marginalized individuals, especially the LGBTQIA2s+ and BIPOC communities.

Our mission is to provide affirming and inclusive services to promote well-being and advance health equity for diverse communities and all those seeking compassionate care - especially people of color, LGBTQIA2S+ and Queer individuals, and those affected by HIV. Our vision is a just and equitable world where who we are is embraced in all spaces - especially in barrier-free access to health and wellness - leading each of us to live a full, rich, and authentic life. Each year, SWC serves over 30,000 Arizonans of all ages, races, ethnicities, and genders who are at risk for or living with HIV.

SWC offers a status-neutral approach to delivering whole-person care. Our facility is in downtown Phoenix at the Parsons Center for Health and Wellness. In this space, SWC brings quality community healthcare providers together under one roof, along with our vitamin shop, shared community conference and educational space, and a youth and family resource center.

Our services include:

Health Clinic: SWC is committed to providing high-quality, affordable, affirming, and inclusive physical and mental healthcare to all – especially people of color, LGBTQIA2S+ and Queer individuals, and those affected by HIV.

HIV/STI Testing: SWC provides testing at no cost to the patient through three strategies: our HIV/STI clinic, community outreach, and the Gender-Affirming Program (GAP). Prevention Specialists walk individuals through the testing process with empathy, confidentiality, and no judgment. We offer testing at our clinic Monday through Friday by walk-in and appointment. SWC also offers outreach testing throughout Maricopa County as part of its community engagement activities. Before the COVID-19 pandemic, SWC's Outreach Team participated in ~200 events yearly and provided HIV/STI testing at dozens of local bars, venues, and events. Following the pandemic, our outreach efforts were renewed to better participate in events and venues representing the needs and identities of our communities. We now participate in about five (5) to seven (7) events per month and have completed more than 100 no-cost testing sessions in the last year. The GAP serves transgender individuals of color ages 13-34. By SWC's GAP staff, the program provides a space for the prioritized community to feel comfortable discussing any questions or concerns.

PrEP/PEP Navigation: SWC Clinical Program Navigators refer more than 9,000 clients for PrEP (pre-exposure prophylaxis) and/or PEP (post-exposure prophylaxis) internally at SWC. SWC has one of the most comprehensive PrEP/nPEP Navigation programs in the Southwestern US and partners with several community agencies and patient assistance programs to reduce barriers to care.

Sexual and Reproductive Health Services: SWC offers high-quality, confidential, low- to no-cost sexual and reproductive services to everyone regardless of income, insurance status, gender identity, sexuality, or immigration status. These services include contraception, sexually transmitted infection (STI) services, pregnancy testing, counseling and resources, cervical and breast cancer screenings, preconception health, and basic infertility services.

Gender-Affirming Program (GAP): SWC provides individualized care and support to gender-expansive people in reaching their transformative goals by navigating agency services and providing referrals to our resource network and community partners.

Mental Health: SWC's Mental Health department includes licensed therapists who offer individual, group, and family counseling. Services include addiction counseling, Eye Movement Desensitization and Reprocessing (EMDR), Trauma Informed Care (TIC), Cognitive Behavior Therapy, Dialectical Behavior Therapy, Motivational Interviewing, and Support Groups.

Medical and Non-Medical Case Management: SWC Case Managers help people obtain and sustain the medical care and other core support services they need to live long, healthy lives. We connect clients to various healthcare services (including primary care, behavioral health, and dental). Additional services include connection to medication and health care coverage and resources for housing, disability application, education, job attainment, food security, insurance applications, and transportation.

Nutrition: SWC provides a range of nutrition services including Nutrition Assessments (one-on-one comprehensive nutritional assessment with a registered dietitian, body composition testing, education on healthy food choices and recommendations for nutritional supplements), an on-site Vitamin and Herb Shop (high-quality, affordable vitamins,

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minerals, and supplements), and Food Voucher Program (currently \$50 food vouchers to low-income, HIV-positive clients who meet certain medical/nutritional needs).

Outreach: SWC's Outreach team seeks to eliminate stigma around HIV while educating the community on safer sex, PrEP, U=U, HIV, and more. Outreach also includes The TEA Phoenix (Teaching, Empowering, and taking Action), SWC's Mpowerment project serving Queer persons of color 18-29 years old in the Phoenix community.

Nice Package Initiative: SWC provides free condoms delivered directly to individuals and organizations to the entire state of Arizona and Southern Nevada. In 2022, Nice Package distributed 1.8 million condoms to the community.

SWC deeply understands the people and communities it serves and has established a strong positive presence. We strive to meet clients where they are - physically, emotionally, and mentally.

SWC has received multiple multi-year federal direct or pass-through awards since its inception in 1990. Within the past seven (7) years, SWC has received direct, multi-year awards from the CDC totaling \$4 million and CDC and Ryan White Part B (RWPB) pass-through multi-year funding from ADHS totaling \$5.4 million. Ryan White Part A (RWPA) also funds the SWC, awarding SWC \$6.1 million in direct multi-year contracts. SWC recently received a five (5) year award from the Substance Abuse Mental Health Services Administration (SAMHSA), totaling \$2.5 million. SWC has no findings on its external audits regarding managing federal funding, and all audits conducted by the funding agencies have also been clean. For PrEP/nPEP-specific funding, SWC has received \$393,294 in pass-through funding from ADHS within the last five (5) years.

Pre-exposure prophylaxis (PrEP) is one of the six Ending the HIV Epidemic in the U.S. (EHE) indicators. Only 8% of Black people who could benefit from PrEP were prescribed PrEP in 2019, compared to 23% of those who could benefit from PrEP (CDC, HIV Surveillance Supplemental Report, 2021). Due to the high prevalence of HIV in Maricopa County (329 for every 100,000 people in 2021), Phoenix joined the Fast-Track Cities Initiative in 2016, which works towards ending HIV/AIDS as a public health threat by 2030 by building upon, strengthening, and leveraging existing HIV-related programs and resources. Less than 6,500 individuals in Maricopa County are actively using PrEP. About 50% of those currently on PrEP in Maricopa County are white individuals, but the usage for communities of color is much lower, who are at least 8 times more likely to be diagnosed with HIV. Non-occupational post-exposure prophylaxis (nPEP) is an emergency contraception that prevents HIV infection within 72 hours of exposure. All individuals prescribed nPEP by SWC are offered information about receiving a PrEP prescription to ensure complete care and protection. Only about 20% of those individuals transition to a PrEP prescription due to misconceptions about obtaining and paying for their prescription, perceived risk of acquiring HIV, and internal and external stigma. By offering PrEP/nPEP Navigation Services, SWC will be able to bridge the gap of care for vulnerable communities by offering education, hands-on navigation sessions with warm hand-offs to internal and external PrEP/nPEP providers, and consistent communication with individuals receiving PrEP/nPEP services. In the first half of 2023, SWC has contributed to approximately 14% of PrEP prescriptions in Maricopa County. SWC has identified that its efforts should focus on linking the BIPOC community to PrEP.

Launched in February 2017, the PrEP/nPEP Navigation program has sought to identify and engage those at risk of HIV infection and connect them with PrEP/nPEP. In the PrEP/nPEP navigation sessions, risk behaviors are discussed, education and harm reduction services are offered, treatment as prevention (TasP) is discussed, and connection to preventative care is conducted with a warm handoff to an internal provider. Since its genesis, SWC's PrEP/nPEP Navigation program has become one of the most successful PrEP/nPEP Navigation programs in the Southwestern United States. Today, the PrEP/nPEP navigation team is actively working with more than 300 patients who need patient assistance programs, and the Southwest Center is seeing more than 550 patients on PrEP. Currently, SWC's PrEP/nPEP Navigation program is housed with the Prevention team, where Prevention Specialists are tasked with providing patients with no-cost HIV/STI testing and navigation services. With this funding, the Navigation program will build a team focused on patient navigation services. This team will consist of three (3) Clinical Program Navigators, **two funded by this opportunity and one supported by a private grant**, and a Clinical Program Manager, **supported by a private grant**, who will emphasize the linkage and access to care portion of all SWC Clinical Programs, including PrEP/nPEP, No-Cost HIV/STI Testing, and Primary Care. The caseload will be 80 patients per Navigator per year and will increase by a minimum of ten (10) annually thereafter. They will work closely with six (6) Prevention Specialists whose primary function will be conducting no-cost HIV, chlamydia, gonorrhea, syphilis, and hepatitis C testing and providing test results five (5) days a week. This will provide patients with specialized and focused care. Navigators and Specialists will be cross-trained to ensure continuity of care if there is a vacancy or need for coverage. By establishing a team solely dedicated to Navigation services, Navigators

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will focus their efforts in PrEP/nPEP client care and communication, which will lead to a decrease in patients lost to follow-up care and an increase in medication adherence.

In 2022, SWC provided over 6,000 HIV tests to the public, with approximately 98% of patients having PrEP/nPEP conversations with the Navigators. During these conversations, the Navigators briefly explain PrEP/nPEP, utilizing treatment as prevention, how the team will support the patient, and how PrEP/nPEP can be easily accessed at SWC. The Navigators then provide a warm handoff to an internal SWC provider the same day, if not the next day. Over 75% of SWC's PrEP/nPEP patients utilize our navigation services. The Navigators spend a combined 60 hours per week focusing on navigating patients who express interest or meet the risk criteria to be considered for a PrEP prescription. The Navigation team will allocate 120 hours weekly for PrEP/nPEP services, linkage to care, and navigation support. The team will also expand their patient panels to include insured and underinsured patients to offer support and education, especially if the individual loses insurance benefits and identifies obstacles to maintaining care.

Patients are more likely to fall off PrEP Services within the first 90 days of their journey. To mitigate the chances of this happening, when a patient enrolls in the SWC program, the Navigators will contact them weekly, ensuring there are no barriers during the enrollment and insurance verification process. They confirm they've received their first prescription, can pay their lab bills, or are connected to appropriate assistance. Once the patient feels settled on their own, Navigators will connect with them at least every 90 days for up to a year to assist in reducing or eliminating barriers to receiving medication, ensure medication adherence, and re-enroll patients who have stopped taking PrEP, if needed. Currently, each team member has an average of 80 patients on their caseload yearly, about six (6) to ten (10) patients per month. A patient is discharged from the program if, after a year, they decide they can self-manage their PrEP care or after four (4) failed contact attempts within a month. If, after a year, a patient does not feel ready to self-manage, the Navigator will continue to check in with the patient until they feel secure. Even once a patient is discharged, the Navigation team keeps their file active and readily available in case the patient needs navigation services in the future. Each patient working with PrEP Navigation receives their PrEP Care at a fraction of the cost; Navigation Services can save an uninsured patient up to \$25,000.00 in annual medical expenses. nPEP patients are contacted the day after they should have picked up their medication to ensure they received and took it. Then, the patient is contacted to confirm they have been tested for HIV, and their result was negative. The Navigators then work with that patient to transition them into PrEP care to ensure continuity of care.

SWC currently offers navigation services and does not anticipate any barriers to implementing PrEP/nPEP navigation services under this grant contract. However, SWC understands that patients may have barriers to accessing care. Patients have, and continue to face, transportation issues; being under or uninsured; the inability to pay for prescriptions, appointments, and/or labs; and the ability to be seen by a provider quickly.

At the beginning of 2023, SWC implemented a TelePrEP program available to all patients in the state of Arizona to help alleviate transportation concerns. Patients may call to go through PrEP navigation and can schedule a TeleHealth appointment with a SWC provider. In these appointments, the provider covers how PrEP works and what is expected of the patient, including follow-ups every 90 days, regular labs, and medication adherence. SWC partners with Sonora Quest Laboratories, allowing patients to go to a facility near them, have their blood drawn, and have results returned to their SWC provider. This TelePrEP program minimizes the transportation barrier some patients may face when requiring PrEP services.

Many patients face being under or uninsured and cannot afford PrEP or nPEP. SWC offers services to the community, regardless of their ability to pay. SWC's navigators are trained as AHCCCS Assistants, who can help patients complete applications during an interactive interview. Information is verified, and an eligibility decision is made quickly. If a patient is not eligible, navigators can assist the patient with the medication assistance program application from PrEP Drug Manufacturers, which helps cover prescription costs. SWC also partners with the Southern Arizona AIDS Foundation (SAAF) to offer the PrEP Lab Assistance Program. This program assists patients with diagnostic lab costs, and navigators at SWC submit patients' bills to SAAF for payment to the laboratory directly.

SWC has also dedicated one (1) full-time provider for patients who test HIV-positive, are interested in PrEP/nPEP, and/or have STI symptoms to receive treatment. Having a dedicated provider allows patients to be seen on the same day and minimizes the barrier of returning to see a provider. This also allows patients to receive the care they are requesting right as they are requesting it, which increases the probability of the patient maintaining care. As shown in the Stages of Change Model, many individuals only stay in the Action Stage for a short period of time; this is when individuals are open to receiving care and are also likely to seek support from others.

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SWC's PrEP/nPEP navigation program allows patients to move into and stay in the Maintenance Stage by providing education, immediate hands-on navigation sessions with warm hand-offs to internal and external PrEP/nPEP providers within five (5) days, and consistent communication with individuals receiving PrEP/nPEP services. By having patients stay in the Maintenance Stage, new HIV infections will decrease, health outcomes will increase, and HIV stigma will be reduced.

To ensure all patients are retained in the program, Navigators contact newly enrolled patients at least once a week to ensure they have received their prescription, understand how to navigate lab services, and have a scheduled follow-up appointment with their provider. Due to the requirements of some patient assistance programs, Navigators may be in touch more frequently to assist with navigating the process. Once the patient has returned for their first follow-up appointment, Navigators move to connect at least every 90 days. If the patient has questions or the Navigator needs more information from the patient for a patient assistance program, they will be in contact more often. Each check-in includes a conversation regarding access to medication, the ability to pay for their PrEP care, and ensuring medication adherence. If patients express barriers to care, the Navigators are trained to offer a variety of options to the patient to minimize that barrier.

SWC interacts with many different populations while conducting services within the clinic located in Central Phoenix and during outreach events with different partnering agencies and venues. The Navigation team is comprised of individuals who reflect the community it serves. By having this representation, SWC can build trust with vulnerable communities, such as gender-expansive individuals, Black, Indigenous, and other communities of color, and women of color. Navigators have the most up-to-date resources and information to inform potential patients about PrEP/nPEP properly. The Navigation team completes training courses annually to educate themselves on upcoming medications, PrEP/nPEP trends, and motivational interviewing.

The Navigation team incorporates ongoing and event-based PrEP into the navigation program by educating the patient regarding both options. SWC providers prescribe both types of PrEP intervention and discuss with the patient which would be better for them before deciding. While Navigators cannot provide anything other than information to the patient as they are not prescribers, they can help patients understand options and what questions to ask their provider, including any concerns about missed dosages or transitioning between event-based and ongoing PrEP. Providers at SWC are educated and confident in these prescribing methods.

In February 2023, SWC implemented a TelePrEP program available to Arizona residents. If a patient is interested in PrEP/nPEP and cannot make it to the clinic, they can call a Navigator to help them navigate the process and schedule a virtual follow-up with a SWC provider. The Navigator will touch base with them every week until they can be self-managed and then every 90 days thereafter. SWC has a partnership with Sonora Quest Labs, which allows patients to get lab work completed at the closest Sonora Quest to them. Results are then sent back to their provider at SWC.

The TelePrEP program SWC implements offers multiple ways a patient can engage in PrEP/nPEP care. TelePrEP allows a patient to meet with a Navigation Navigator to go through the navigation process, meet with a SWC provider to discuss PrEP/nPEP options, receive laboratory services at a Sonora Quest nearest them, pick up their prescription at their preferred pharmacy, follow up with their provider, and connect with their Navigator again and continuously, all without having to enter SWC's clinic. Navigators also provide navigation sessions at outreach events and can meet the patients at a convenient location of the patient's choosing.

To decrease barriers to care for underserved populations, SWC offers the TelePrEP program, where patients can contact a Navigator via telephone, email, or video chat to conduct a navigation session. Once finished, the Navigator will schedule a virtual appointment with a SWC provider that same day or within 24-48 hours. All continuing care, like follow-up appointments and check-ins with their Navigator, can be done virtually. Labs can be conducted at a Sonora Quest nearest the patient, and results can be returned to the provider. SWC can also provide bus passes to a patient to ensure they attend a follow-up appointment. Navigators also understand that certain insurance providers cover transportation to and from medical appointments. Navigators can assist patients in scheduling the transportation pick up and drop off if needed.

SWC utilizes multiple social media platforms, including Instagram, Facebook, Grindr, and other LGBTQIA+ dating and social applications, to promote PrEP/nPEP navigation services. Since 2020, SWC's Facebook has seen a 500% increase in reach and a 51% increase in visits. SWC's Instagram has also seen an increase in reach (1,200%) and visits (310%) since 2020. SWC's marketing team creates and runs marketing campaigns targeting different

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communities to inform them of the PrEP/nPEP navigation program at SWC. All PrEP/nPEP social media messaging includes how to access navigation services.

SWC's marketing team creates PrEP/nPEP campaigns, raising awareness of the advantages of PrEP/nPEP navigation services by targeting different underserved populations, such as the Black, transgender and gender non-conforming, Latinx, and indigenous communities. SWC also creates marketing materials in English and Spanish to provide information during outreach events or other community engagement venues. These materials are distributed at community events such as Pride, National HIV Testing Day, Pride on the Block, Rainbows, Dia de los Muertos, Queer Agenda, AIDS Walk, etc. SWC also conducts HIV testing and outreach at local venues where many underserved populations frequent, such as Westward Ho, Social Spin, Brick Road Coffee, Central Arizona Shelter Services, etc. SWC also partners with many organizations, bars, and local government agencies to table or test at events such as the City of Phoenix, Town of Guadalupe, Chicanos Por La Causa, Kobalt, Downtown Phoenix Inc., Arizona State University, the Greater Phoenix Equality Chamber of Commerce, etc.

SWC offers multiple options for our patients to communicate with staff, including text messaging, a convenient way to stay connected and keep them informed. The SWC patient portal is a secure, convenient, and easy way for patients to access their health information and communicate with their providers, receive reminders, manage appointments, access test results, review provider notes, send notes to providers, view medications, and request refills. All communications and services provided to patients are documented in the patient portal chart.

Navigators contact patients on their caseload for at least one (1) year after entering the program. They will contact the patients at least every week after their navigation intake until the patient feels like they can self-manage. After that, the Navigators contact the patients at least every 90 days to ensure there are no barriers the patient faces.

SWC's electronic medical record (EMR) system allows patients to communicate with the Navigators and providers via the patient portal. Patients are also given the Navigator's direct office phone number, e-mail, and the general PrEP navigation program e-mail for multiple ways to contact and communicate with SWC's staff.

SWC's EMR system has case management modules the Navigators utilize, identifying which patients are on which Navigators' caseload and the patient's assistance programs and resources. Integrating these modules with the patient's medical records ensures quality of care making all information available to the patient's care team, decreasing barriers for the patient and provider.

SWC offers multiple options for our patients to communicate with staff, including Microsoft Teams (HIPAA Compliant) video options and text messaging. Our Healow Patient Portal is a secure, convenient, and easy way for patients to access their health information and communicate with their providers, receive reminders, manage appointments, access test results, review provider notes, send notes to providers, view medications, and request refills. Offered for free, Healow's tools streamline communication with patients to schedule appointments and review labs. The Healow Patient Portal provides space to log phone conversations and notes. It monitors all patient-related updates, making creating patient record templates easier and copying and forwarding previous clinical notes. The benefits of a Patient Portal include access to all personal health information in one place from all providers. For example, a navigation patient may have a team of providers or see Navigators regularly; each provider can post results and reminders in the Patient Portal. TeleVisits for navigation patients are offered through a HIPAA-compliant application called Doxy.me, which allows patients to use their smartphone, laptop, or PC for a secure connection to their provider remotely for non-emergency and follow-up care.

SWC is a HEAplus partner organization through AHCCCS, and all Prevention and Navigation team members are AHCCCS assisters, allowing Navigators to help the patient apply for and enroll in state Medicaid. The Navigation team will ensure existing members maintain AHCCCS assister certification, and new members will complete certification within 30 days of their start date. SWC will, regardless of the award, become a certified application counselor designated organization to assist in enrolling eligible patients.

SWC offers same-day PrEP/nPEP appointments. If a same-day appointment is unavailable or not convenient for a patient, an appointment will be made within the first 24 hours for nPEP patients and 48 hours for PrEP patients. Once a provider sees a patient, they can receive the prescription the same day. SWC has partnerships with Genoa Pharmacy, housed in the same building as SWC, and Community Walgreens, less than one (1) mile from SWC. This allows patients to pick up their prescriptions quickly, usually on demand after their appointment. In addition, partnerships with PrEP medication manufacturers have made sample packs available to providers, which can be used to get patients started on PrEP immediately while the Navigator is working to enroll them in patient and lab assistance programs. Suppose SWC cannot see an nPEP patient within the proper timeframe. In that case, SWC has

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taken pride in collaborating with other community providers to ensure that patients are linked to care quickly – putting patients before bottom-line figures and community over competition.

Navigators conduct a biopsychosocial assessment during each initial intake session to better understand the patient's needs. Having candid conversations with the patients also assists with assessing the patient's needs more relaxedly. Once the Navigator completes the assessment, they will work with the patient to create a care plan tailored to their needs to ensure medical adherence and retention in care. The Navigator may identify patient's needs and refer them to helpful services. Some services the patient may be referred to are behavioral health, medical case management, substance use treatment, primary care services, and more. If SWC does not offer a service the patient needs or wants, the Navigators will ensure the patient is referred to the proper external organization. During follow-up sessions, Navigators conduct a shortened check-in assessment to ensure patients receive the care they want and need. **Once a patient is enrolled in services, the Navigator will contact them a few days after their initial provider appointment to ensure they can get their prescription. If there is any issue, the Navigator will assist the patient in addressing any barriers. Then, the Navigator will contact the patient one week before their next provider appointment to answer any questions and address any barriers the patient may be experiencing. After that next appointment, the Navigator will contact the patient to ensure they attended and let them know they are available if the patient experiences any issues. Once the patient is comfortable and consistently attends appointments, the Navigator will contact the patient at least every 90 days, one week before a patient's PrEP appointment. Navigators will contact their patients for approximately 12 to 18 months until they are considered self-managed and can complete their primary responsibilities without direct guidance from their assigned Navigator. The client will still be considered active in the program. The Navigator will still be available for the clients to submit lab bills, ensure prescriptions can be completed on time and complete program renewals for patient assistance programs.**

SWC has an interactive partnership for the last year and a half with SAAF and the ADHS Lab Support program with more than 300 enrolled patients. SWC and SAAF meet regularly to ensure continuity of care for all patients receiving support from the program. SWC will continue to work with SAAF and the ADHS Lab Support program to ensure patients are enrolled and receive lab assistance.

SWC is working on an initiative with Spectrum Medical to provide a mobile PrEP clinic, integrating navigation and provider services and providing them to the community, meeting people where they are. Phoenix Children's Hospital (PCH) and Dr. Vinny Chulani refer patients aging out of their PrEP program to SWC for seamless and quality care. SWC also closely works with Community Walgreens, SAAF, Gilead, ViiV, and others to ensure patients know available resources, even if the SWC cannot be the patient's provider. The SWC Prevention and Navigation team's leadership is also involved in the Maricopa County PrEP Coalition and the Ending the HIV Epidemic (EHE) Fast Track Cities Committee.

The Navigation team works closely with SWC's Medical Assistants (MAs) to ensure the insurance and appeal denials are taken care of quickly to minimize gaps in care. The Navigators also work closely with the MAs, providers, and client care coordinators to obtain prior authorizations for PrEP/nPEP services when necessary. The Navigators are designated time each week to call PrEP/nPEP patients on their caseload, address insurance issues, and submit proper paperwork to patient assistance programs. When the team becomes solely dedicated to Navigation, these processes will be more streamlined, expedited, and completed efficiently.

The Navigation team has experience with ViiVConnect, Advancing Access, and Ready Set PrEP. SWC ensures that all members of the Navigation team are trained in patient assistance programs by having a representative from the medication manufacturer provide training to the team, having representatives from Community Walgreens train the staff, and/or the Navigation team's leadership will train the team in how to assist patients with enrollment. During each navigation session, Navigators are trained to ensure the patient has exhausted all avenues of patient assistance programming before informing them that they will have out-of-pocket costs. Navigators will assist each eligible patient in applying for and enrolling in patient assistance programs.

SWC currently partners with Sonoran Prevention Works and Shot in the Dark to receive Harm Reduction training, syringe exchange information, Naloxone/Narcan, and provide Hepatitis C testing. SWC has also recently implemented a substance use intensive outpatient program (IOP) for those at risk for or who are infected with HIV. PrEP/nPEP navigation services will flag whether patients can participate in an IOP, especially gay and bisexual men

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and transgender women who use drugs. If the patients want to participate in the IOP or individual counseling, the Navigators will provide an internal referral to SWC's behavioral health department.

SWC has built a strong partnership with Yavapai County and has since received referrals for HIV/STI testing, PrEP/nPEP navigation, and PrEP care access. SWC has also participated in a pride event hosted by the Hualapai Tribe, which has resulted in other partnering events. SWC will continue to strengthen this relationship to continue to be a trusted organization and partner with the indigenous community. SWC plans to also partner with Native Health and Phoenix Indian Medical Center to create a more robust referral system.

SWC primarily serves the LGBTQIA+ community by offering inclusive and integrated care. SWC's marketing team creates campaigns for Black, Latinx, and LGBTQIA+ communities. Many staff at SWC are also part of one or more of these communities, allowing patients to feel represented by the providers offering services. Conducting outreach within spaces or events where Black, Latinx, and LGBTQIA+ individuals frequent and providing information specific to these communities will create trust with potential patients.

SWC's Navigation team has two (2) Spanish-speaking members and one (1) ASL-fluent member. SWC also has front desk staff, providers, MAs, and other staff who speak Spanish to assist with other portions of the patient's care. SWC works with CyraCom International, which provides live interpretation services and will translate written and marketing materials in Spanish and over 200 other languages. This translation service will also train the staff in medical terminology translation, allowing for PrEP/nPEP-related medical care in Spanish. SWC will also utilize CyraCom International for translation services between non-Spanish and Spanish speakers. CyraCom International provides translation services for over 200 languages, including languages only a few people speak. If CyraCom does not offer a language, SWC will work with the patient to identify a person they trust to help with translation during an appointment.

Each Navigator will conduct at least seven (7) navigation sessions per month, averaging out to 84 navigation sessions per year per Navigator. Of these 84 navigation sessions, 75% will receive a prescription, 60% will stay on PrEP after three (3) months, 50% will stay on PrEP after six (6) months, and 45% will stay on PrEP after nine (9) months. SWC will also conduct 20 nPEP navigation sessions per year. Of those 20 patients, 10 will move from nPEP patients to PrEP patients. Not only will SWC ensure the deliverables of the grant are met or exceeded, but we also want to ensure that the populations of focus are receiving the care they need. SWC will evaluate the program's effectiveness by monitoring the patient demographics, including gender identity, zip code, sexual orientation, and race/ethnicity. If the trend is that there are fewer patients within the populations of focus, SWC will conduct more outreach in different communities and events to increase program participation. SWC will continually evaluate how to engage the populations of focus. **Patients have a few ways to access nPEP services. SWC manages an nPEP hotline during normal business hours, Monday-Friday, allowing patients to call, ask questions, and schedule an immediate nPEP intake and appointment. Patients can also walk into our clinic, request, and receive immediate nPEP care. Lastly, patients may access nPEP services by coming into the no-cost HIV/STI clinic and having discussions with Prevention Specialists about their options with nPEP. All SWC providers have availability on their schedule every day to ensure time to see any nPEP patients. If SWC cannot see the patient in the appropriate amount of time (within 72 hours of exposure), we actively work with the network of community providers to ensure that an external provider can see this patient. A Navigator will coordinate care to the patient if they are to receive care outside of SWC. SWC also works with external providers to receive nPEP referrals for same-day nPEP services, if available.**

SWC consistently keeps a finger on the market's pulse to ensure it offers competitive wages and benefits above prevailing wages and benefits for similar positions in our area. SWC also conducts bi-annual employee satisfaction surveys to allow feedback from the staff regarding wages, benefits, workplace culture, and the pros and cons of working at the agency. Cost of living increases are provided yearly, and if not covered by a grant, the agency will cover the cost from the general operations budget. Employee raises are merit-based and are contingent on whether the employee has met their annual goals at the end of the calendar year. Employee raises are also provided if the employee is promoted.

The core competencies of the PrEP/nPEP navigation services include trauma-informed care, cultural humility, harm reduction, anti-racism, LGBTQIA+ community/culture, BIPOC community/culture, HIV/STI testing, PrEP/nPEP

PrEP & nPEP Patient Navigation RFGA No. 2024-003
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basics, and motivational interviewing. SWC is creating a comprehensive new hire orientation to include all core competency training and an ongoing training schedule to ensure the Navigation team is consistently updated on new trends and practices.

SWC will partner with ADHS to train the Navigation team in motivational interviewing annually. The team's leadership will conduct quarterly motivational interviewing coaching sessions and role-play potential scenarios with the Navigator. Leadership will also observe the Navigators conducting a PrEP/nPEP navigation session to ensure they utilize motivational interviewing properly.

SWC partners with Matthew Bennett, author and educator who specializes in patient-centered approaches, to annually provide trauma-informed care training for all staff. Mr. Bennett is an external resource who has developed research-based solutions to improve the health of staff and organizations. SWC's Client Experience Coach is working on creating program metrics to ensure trauma-informed care practices are integrated into the PrEP/nPEP navigation program. SWC will hire a Peer Support Specialist to assist with treating substance use patients, funded by SAMHSA. The Navigators will be able to refer patients to the substance use program and utilize the Peer Support Specialist as part of the patient's care team.

The Navigation team is educated annually on maneuvering in situations involving sexual assault. The Navigation team is also trained in de-escalation, crisis intervention, and motivational interviewing. Once the situation is de-escalated, a Navigator will alert the behavioral health staff, and an available counselor or therapist will meet with the client one-on-one. Chel'sea Ryan, Director of Mental and Social Wellness, has a limited caseload and is available for crisis counseling patients. SWC also has created partnerships with community partners, including A New Leaf, REACH, UMOM, and Chrysalis. With these resources available, Navigators can warmly hand off the patients to someone from these organizations. SWC plans to partner with the Sexual Violence Center to train and educate the staff on supporting LGBTQIA+ survivors of sexual assault.

SWC partners with Sonoran Prevention Works to provide harm reduction training for all staff. This training provides staff with a history of harm reduction, proven interventions, and risk reduction principles, approaches to drug use and sex work that go beyond abstinence, communication skills, and how to apply learned skills in daily work.

SWC's Client Experience Coach is working on creating program metrics to ensure harm-reduction practices are integrated into the PrEP/nPEP navigation program.

SWC internally provides cultural humility training annually to all staff. This training provides staff with an understanding of how one's background can impact how we offer care to patients of different backgrounds and how to recognize implicit biases and avoid microaggressions. SWC's Client Experience Coach is working on creating program metrics to ensure cultural humility practices are integrated into the PrEP/nPEP navigation program.

DETAILED BUDGET AND JUSTIFICATION		
Applicant: Southwest Center for HIV/AIDS		
Contractor #: New Solicitation		
Funding: HIV PREVENTION PrEP/nPEP		
Fiscal Year:		
Category	Subtotal	Proposed Budget
A. Personnel Services		\$119,600
B. Employee Related Expenses		\$31,095
C. Professional and Outside Services		\$5,000
D. Travel		\$11,005
In-State	\$1,045	
Out-of-State	\$9,960	
E. Occupancy		\$0
F. Other Operating		\$24,743
G. Capital Outlay (Equipment)		\$1,520
H. Indirect Rate and Costs		\$0
K. Total Amount Requested		\$192,963



ATTACHMENT A
OFFER & ACCEPTANCE
REQUEST FOR GRANT APPLICATION
RFGA NO. 2024-006
Ending the Epidemic, Condom Distribution

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
 150 N. 18th Avenue, Suite 530
 Phoenix, Arizona 85007

GRANT OFFER AND ACCEPTANCE

The Undersigned hereby applies and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications, any amendments in the Request and any written exceptions in the Application.

Applicant's Arizona Transaction (Sales) Privilege Tax License Number: 21032550

Applicant's Federal Employer Identification Number: 86-0695862

Applicant's UEI Number: ZSLPNKML2EM9

Southwest Center for HIV/AIDS
 Applicant's Name

1101 N. Central Ave. Suite 200
 Street Address
 Phoenix, AZ 85004
 City State Zip Code

Telephone Number:
 E-Mail Address:

Jessyca Leach
 Name of Person Authorized to Sign Application

Executive Director
 Title of Authorized Person
 Signature of Authorized Person Date 2024.3.15

Facsimile Number:

ACCEPTANCE OF APPLICATION AND GRANT AWARD
(For State of Arizona Use Only)

Your Application is hereby accepted as described in the Notice of Award. Sub-recipient is now bound to perform based upon the RFGA and Sub-recipient's Application, as accepted by the State.

This Grant shall henceforth be referred to as Grant No. RFGA2024-006-001

The effective date of the Grant is June 1, 2024.

Sub-recipient is hereby cautioned not to commence any billable work or provide any material or service under this Grant until Sub-recipient receives an executed Purchase Order, Grant release document, or written notice to proceed, if applicable.

State of Arizona, Arizona Department of Health Services

Awarded this 5th day of April 2024

Gina Corwin
 ADHS Procurement Officer

Digitally signed by Gina
 Corwin
 Date: 2024.04.05 14:56:24
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SCOPE OF SERVICES

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Ending the Epidemic, Condom Distribution

**ARIZONA DEPARTMENT OF
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1. BACKGROUND

- 1.1. The mission of the Arizona Department of Health Services (ADHS), Office of HIV & Hepatitis C Services (OHHS), Human Immunodeficiency Virus (HIV) Prevention Program is to meet the HIV prevention public health needs within the State of Arizona through collaboration with diverse community partners and individuals;
- 1.2. The OHHS has the responsibility for administering Integrated HIV Surveillance and Prevention Programs for Health Departments funds (CDC PS 18-1802) provided by the U.S. Centers for Disease Control and Prevention (CDC). The OHHS contracts with Public Health Departments and organizations statewide to conduct CDC-required high-impact HIV prevention strategies and activities, including:
 - 1.2.1. Data collection, analysis and dissemination,
 - 1.2.2. Identification of individuals experiencing risk for or living with HIV,
 - 1.2.3. Responding to HIV transmission clusters and outbreaks,
 - 1.2.4. Providing comprehensive prevention services for people living with HIV,
 - 1.2.5. Providing comprehensive prevention services for HIV negative individuals experiencing risk for HIV infection,
 - 1.2.6. Perinatal HIV prevention and surveillance,
 - 1.2.7. Community-level HIV prevention activities,
 - 1.2.8. Integrated prevention and care planning,
 - 1.2.9. Structural strategies to support/facilitate HIV surveillance and prevention,
 - 1.2.10. Data-driven monitoring and evaluation, and
 - 1.2.11. Capacity building and technical assistance.
- 1.3. Federal funding is provided via a cooperative agreement that terminates on May 31, 2024. ADHS expects CDC will issue a new five (5) year cooperative agreement that will replace the cooperative agreement ending May 31, 2024 so that services funded under this RFGA can continue through 2028.

2. AWARD INFORMATION

- 2.1. The Sub-recipient has the discretion to determine how the award amount is utilized and should provide a detailed outline of costs using Attachment G – Budget Workbook. The Sub-recipient shall adhere to the funding restrictions as outlined in this RFGA;
- 2.2. This RFGA is supported by funding through a cooperative agreement with the CDC HIV Surveillance and Prevention Programs for Health Departments (CDC-PS-18-1802) under the Catalog of Federal Domestic Assistance 93.940;
- 2.3. A total of approximately \$300,000.00 will be available each Grant year for a maximum of five (5) years. Budgets and workplans will be reviewed annually and may be decreased based on:
 - 2.3.1. Changes to CDC funding allocation,



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- 2.3.2. Changes to CDC caps on clinical services, and
- 2.3.3. Failure to meet the goals and activities outlined in this RFGA.
- 2.4. ADHS anticipates on awarding one (1) grant award to the Sub-recipient able to serve the entire state of Arizona; and
- 2.5. The funds are awarded to ADHS and awarded to Sub-recipient through the RFGA process.

3. FUNDING OPPORTUNITY ELIGIBILITY

- 3.1. To be eligible for funding each of the following shall be met:
 - 3.1.1. Ability to market and advertise condom distribution services;
 - 3.1.2. Ability to purchase, package and mail condoms, lubricants, educational materials, holders, and condom related incentives to persons experiencing risk of HIV to prevent the transmission of HIV;
 - 3.1.3. Ability to set up and manage a website and ordering system for persons to order the above supplies; and
 - 3.1.4. Ability to ensure that funding shall only be used for program purposes.
- 3.2. Eligible entities shall be a not-for-profit organization and include:
 - 3.2.1. State or local governments;
 - 3.2.2. Tribal entities;
 - 3.2.3. Not-for-profit organization with a 501(c)3 tax exempt status; and
 - 3.2.4. Federally Qualified Health Centers.
- 3.3. The Sub-recipient shall be eligible to participate in the 340B Drug Pricing Program under this funding opportunity, however Sub-recipient shall seek prior approval from the Office Chief of the Office of HIV & Hepatitis C Services prior to registering as a covered entity. The Office Chief will have to approve all patient definitions, protocols, and reallocation of revenue generated by participation in the 340B Drug Pricing Program. HIV positive patients are excluded from participating in a 340B program under this grant. HIV positive patients would need to apply for the Acquired Immunodeficiency Syndrome (AIDS) Drug Assistance Program for assistance with HIV medications. See the Health Resources & Services Administration (HRSA) website for more information on the 340B Drug Pricing Program: <https://www.hrsa.gov/opa/index.html>. Failure to obtain preapproval and applying for 340B status without prior ADHS approval will result in the termination of this grant.

4. FUNDING RESTRICTIONS

- 4.1. Funding is limited to one (1) award not to exceed \$300,000.00, annually;
- 4.2. Funds shall only be used for allowable program purposes (see Attachment G – Budget Workbook); and
- 4.3. Funds shall not be used for:
 - 4.3.1. Research,



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- 4.3.2. Furniture,
- 4.3.3. HIV medications,
- 4.3.4. Publicity or propaganda for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body, or
- 4.3.5. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before any legislative body.

5. PROGRAM IMPLEMENTATION

The Sub-recipient shall establish a condom distribution program that serves people with HIV and individuals experiencing risk for acquiring HIV using diverse strategies to ensure accessibility, acceptability, and availability of condoms to consumers and providers by meeting the following goals:

- 5.1. Increase the number of free internal and external condoms distributed to key populations statewide using multiple scalable approaches;
- 5.2. Increase geographic diversity of free condom distribution locations, and the diversity of the types of locations that distribute condoms;
- 5.3. Increase correct and consistent condom use among people with HIV and individuals experiencing risk for acquiring HIV;
- 5.4. Increase normalization of condom use as an HIV prevention intervention among key populations, and the broader community;
- 5.5. Decrease barriers to accessing free condoms at distribution locations;
- 5.6. Provide education and technical assistance regarding correct condom use, storage and program participation, as needed; and
- 5.7. Decrease the number of individuals who acquire HIV.

6. AREAS OF SERVICE

State of Arizona.

7. TARGET

Persons experiencing risk for acquiring HIV.

8. KEY POPULATIONS

- 8.1. Priority Populations:
 - 8.1.1. Gay, bisexual and other men who have sex with men (MSM), especially of color;
 - 8.1.2. Young person's ages thirteen (13) through thirty-four (34), especially of color;
 - 8.1.3. Gender expansive persons; and



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8.1.4. People who use or have used substances.

8.2. Groups of Interest:

8.2.1. Persons experiencing housing instability or homelessness;

8.2.2. Persons with a history of incarceration;

8.2.3. Tribal populations;

8.2.4. Persons of color;

8.2.5. Persons of childbearing age or experiencing pregnancy;

8.2.6. Persons who do not speak English;

8.2.7. Persons aging with HIV ages fifty (50) years and older;

8.2.8. Persons experiencing mental health challenges; and

8.2.9. Persons living in rural and frontier areas.

9. SCOPE OF SERVICES

9.1. The HIV Prevention Program has prioritized distribution of free condoms to people with HIV and individuals experiencing risk for acquiring HIV (key populations), as a structural, community-level HIV prevention intervention.

9.2. The HIV Prevention Program seeks to partner with a Sub-recipient to create and implement a condom distribution program:

9.2.1. Free Condom Distribution to Consumers: Establish free condom distribution and associated supplies to consumers as a structural intervention, utilizing a variety of strategies including, at minimum, a mail order program to ensure:

9.2.1.1. Availability: Free condoms are available in an environment where key populations are found throughout the State (people can't use condoms if they are not available),

9.2.1.2. Accessibility: Ensure unrestricted access to condoms that are available to key populations (even if condoms are available in the environment, people may not acquire them because of barriers), and

9.2.1.3. Acceptability: Increase condom use by working to change norms of the key populations (if community norms do not support condom use or the type of condoms is not acceptable, people may not use them).

9.3. Program Evaluation: The Sub-recipient condom distribution program will be evaluated by the HIV Prevention Program on the following:

9.3.1. Activities Reports. These monthly reports will be utilized to determine the effectiveness of the condom distribution program, to ensure that key populations are receiving services, and to establish quality improvement processes and program changes. Consumer Condom Distribution monthly reports include, at minimum:



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- 9.3.1.1. Number of requests received,
- 9.3.1.2. Number of requests filled, and
- 9.3.1.3. Number and types of supplies distributed.
- 9.3.2. Progress on condom distribution goals;
- 9.3.3. Order processing and delivery performance metrics; and
- 9.3.4. A comprehensive program report shall be required two (2) times each year. Reporting dates will be in alignment with the reporting requirements in the current and future CDC cooperative agreements to include:
 - 9.3.4.1. Consumer satisfaction assessment results;
 - 9.3.4.2. Each report shall detail an overview of programmatic activity that occurred during the reporting period, including substantial changes to work/staffing, successes, challenges, and anticipated changes for the next reporting period;
 - 9.3.4.3. Cumulative reporting of quantitative and qualitative data, and
 - 9.3.4.4. Other reporting metrics as defined by programmatic necessity and/or CDC guidance.

10. REQUIREMENTS

The Sub-recipient shall:

- 10.1. Be able to fully implement the program within ninety (90) days of notice of Grant award;
- 10.2. Perform goals based upon:
 - 10.2.1. The scalability of the intervention(s),
 - 10.2.2. Provide Data Collection and Reporting:
 - 10.2.2.1. Each month, the Sub-recipient will be required to collect and report quantitative and qualitative data related to program demographics, utilization and performance. A standardized reporting form will be provided by the HIV Prevention Program, this will be included in the monthly report deliverable,
 - 10.2.2.2. The Sub-recipient shall agree to allow the HIV Prevention Program to share program performance data/metrics with the public, as part of online programmatic dashboards (Sub-recipient name will not be displayed),
 - 10.2.2.3. The Sub-recipient shall be required to participate in performance review as needed and quality improvement meetings with ADHS, either in-person or via teleconference/web-based conference. The meeting schedule shall be collaboratively developed with ADHS, on a quarterly basis or as needed,
 - 10.2.2.4. During the project, the Sub-recipient may be requested to present on their activities, either in-person or via teleconference/web-based conference, and



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1.2.1.1 At the conclusion of the project, the Sub-recipient shall be required to provide a written summary report of the entire scope and performance of the project. The HIV Prevention Program and the Sub-recipient will develop an agreed-upon format and content for the report.

10.3. Provide a valid Certificate of Liability Insurance (COI) within ten (10) days of notice of Grant Award that meets the written specifications in the Terms and Conditions. COI shall be renewed annually and automatically sent to the ADHS Procurement Office. ADHS will not be able to issue a Purchase Order for the commencement and continuation of services without a current and valid COI on file.

11. TASKS

The Sub-recipient shall:

- 11.1. Develop and implement an annual strategy for condom distribution to consumers, including goals, objectives and activities. The strategy shall address individual, organizational, and community- level needs, and scale the nature and the volume of resources necessary to deliver condom distribution services to key populations as determined by ADHS,
- 11.2. Distribute free condoms with a variety of characteristics to make condom use more acceptable to people with HIV and individuals experiencing risk for acquiring HIV. Examples: Color, size, lubrication, brand, internal and external condoms, etc.,
- 11.3. Develop and implement strategies for storing, safeguarding, and distributing condoms and condom-related supplies (lubricant, educational materials, shipping materials, etc.),
- 11.4. Develop and implement a mail-order distribution strategy for consumers to receive free condoms. The strategy shall include qualification criteria, pre-distribution data collection, other data collection, internet-based ordering and alternative ordering methods (for example, phone or in-person ordering), delivery/pick up options, internet listings of condom distribution locations, email confirmations and notifications, post-test surveys (as feasible), and other data collection. Strategies shall be scalable to address the size of key populations and new/emerging needs,
- 11.5. Develop and implement education and awareness strategies that increase consumer awareness of the availability of free condoms and of condom benefits, and normalize condom use among people with HIV and individuals experiencing risk for acquiring HIV. Strategies shall address individual, organizational, and community-level needs related to correct condom use, HIV/Sexually Transmitted Infection (STI) transmission and prevention, sexual health, negotiation skills, and other HIV/STI-related content,
- 11.6. Gather information annually from program participants and staff to assess participant satisfaction, and the quality and effectiveness of its programming. The results of the assessment shall be used to inform quality improvement efforts, service delivery, service planning, and evaluation. Assessment activities shall be developed and implemented in collaboration with the HIV Prevention Program, and
- 11.7. Conduct ongoing program evaluation, and complete quantitative and qualitative programmatic reporting.

12. STATE PROVIDED ITEMS

ADHS will provide:

- 12.1. Condoms, lubricants, and supplies at no cost to the Sub-recipient;
- 12.2. Information relevant to training and technical assistance; and



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12.3. Reporting templates for monthly activity reports, CER's and program report.

13. APPROVALS

For any and all instances during the term of the Grant, the following activities or elements used by the Sub-recipient shall require written approval from the HIV Prevention Program:

- 13.1. Adaptation or changes to the intervention,
- 13.2. Changes to objectives and activities,
- 13.3. Submission of any print, digital or audio materials intended for use as part of contracted programming,
- 13.4. Purchasing or leasing software systems, and/or software subscriptions,
- 13.5. Reallocations of funding,
- 13.6. Use of subcontractors. Approval requests shall require written notification to ADHS and be included in the budget and subcontractor agreement,
- 13.7. Purchase and provision of incentives, access cards, vouchers, or third-party payment products,
- 13.8. Purchase and provision of transportation services,
- 13.9. In-state travel requiring an overnight stay,
- 13.10. Out-of-state travel, and
- 13.11. Use of refreshments in any aspect of the program.

14. DELIVERABLES

The Sub-recipient shall submit:

- 14.1. Monthly activity reports to ADHS on the fifteenth (15th) of each month for prior month activities;
- 14.2. Monthly Contractors Expenditure Reports (CER's) to ADHS on the fifteenth (15th) of each month for prior month services; and
- 14.3. A comprehensive program report two (2) times each year. Reporting dates will be in alignment with the reporting requirements in the current and future CDC cooperative agreements and provided upon Grant award.

15. NOTICES, CORRESPONDENCE, REPORTS AND CER's

- 15.1. Notices, Correspondence, Reports, and CERs from the Sub-recipient to the ADHS shall be sent to:

Arizona Department of Health Services
Bureau of Infectious Disease Services
Office of HIV & Hepatitis C Services



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ARIZONA DEPARTMENT OF
HEALTH SERVICES
150 N. 18th Avenue, Suite 530
Phoenix, Arizona 85007

Attn: Isabel Evans
Ending the Epidemics Program Manager
150 North 18th Avenue, Suite 280
Phoenix, AZ 85007
Telephone: 480-271-4704 | Email: Isabel.Evans@azdhs.gov

15.2. Monthly CER's shall be carbon copied (CC) sent to: invoices@azdhs.gov

15.3. Automated Clearing House.

15.3.1. ADHS may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner, the Sub-recipient must complete an ACH Vendor Authorization Form (form GAO-618) within thirty (30) days after the effective date of the Contract. The form is available online at: <https://gao.az.gov/sites/default/files/GAO-618%20ACH%20Authorization%20Form%20101019.pdf>.

15.3.2. ACH Vendor Authorization Form shall be emailed to Vendor.Payautomation@azdoa.gov.



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1. DEFINITION OF TERMS. As used in this Grant, the terms listed below are defined as follows:

- 1.1 "Attachment" means any document attached to the Grant and incorporated into the Grant.
- 1.2 "ADHS" means Arizona Department of Health Services.
- 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
- 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Sub-recipient to make changes authorized by the Terms and Conditions of the Grant.
- 1.5 "Cost Reimbursement" means a Grant under which a Sub-recipient is reimbursed for already incurred costs, which are reasonable, allowable and allocable in accordance with the Grant terms and approved by ADHS.
- 1.6 "Days" means calendar days unless otherwise specified.
- 1.7 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
- 1.8 "Grant" means the combination of the Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Grant Amendments and any terms applied by law.
- 1.9 "Grant Amendment" means a written document signed by the Procurement Officer and the Sub-recipient that is issued for the purpose of making changes in the Grant.
- 1.10 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.11 "Materials" unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.
- 1.12 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.13 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
- 1.14 "Services" means the furnishing of labor, time or effort by a Sub-recipient or Subcontractor.
- 1.15 "Subgrant" means any grant express or implied, between the Sub-recipient and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Grant.
- 1.16 "Sub-recipient" means any person who has a Grant with the Arizona Department of Health Services.
- 1.17 "State" means the State of Arizona and/or the ADHS, the Grantee. For purposes of this Grant, the term "State" shall not include the Sub-recipient.



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2. GRANT TYPE. Payment shall be made on a Cost Reimbursement basis.

3. GRANT INTERPRETATION.

- 3.1 Arizona Law. The law of Arizona applies to this Grant including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Grant are a part of this Contract as if fully stated in it.
- 3.3 Grant Order of Precedence. In the event of a conflict in the provisions of the Grant, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 3.3.1 Terms and Conditions;
 - 3.3.2 Statement or Scope of Work;
 - 3.3.3 Attachments; and
 - 3.3.4 Referenced Documents.
- 3.4 Relationship of Parties. The Sub-recipient under this Grant is an independent Sub-recipient. Neither party to this Grant shall be deemed to be the employee or agent of the other party to the Grant.
- 3.5 Severability. The provisions of this Grant are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Grant.
- 3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. GRANT ADMINISTRATION AND OPERATION.

- 4.1 Term. The initial terms of this Grant shall commence upon final signature by the State Government Administrator, and shall remain in effect for five (5) years unless terminated, canceled, or extended as otherwise provided herein.
- 4.2 Contract Renewal. This Grant shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Grant period. The term of the Grant shall not exceed five (5) years. However, if the original Grant period is for less than five (5) years, Grant period together with the renewal periods does not exceed five (5) years. If the State exercises such rights, all terms, conditions and provisions of the original Grant shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.
- 4.3 New Budget Term. If a budget term has been completed in a multi-term Grant, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health



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- 4.4 **Non-Discrimination.** The Sub-recipient shall comply with State Executive Order No. 2023-1, 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5 **Records and Audit.** Under A.R.S. § 35-214 and A.R.S. § 35-215, the Sub-recipient shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Grant for a period of five (5) years after the completion of the Grant. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Sub-recipient shall produce a legible copy of any or all such records.
- 4.6 **Financial Management.** For all contracts, the practices, procedures, and standards specified in and required by the Arizona Department of Health Service's Guidance for Federal Grant Award Management Manual shall be used by the Sub-recipient in the management of Grant funds and by the State when performing a Grant audit. Funds collected by the Sub-recipient in the form of fees, donations and/or charges for the delivery of these Grant services shall be accounted for in a separate fund.
 - 4.6.1 ***Federal Funding.*** Sub-recipients receiving federal funds under this Grant shall comply with the certified finance and compliance audit provisions of the Office of Management and Budget and related Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
 - 4.6.2 ***State Funding.*** Sub-recipients receiving state funds under this Grant shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7 **Inspection and Testing.** The Sub-recipient agrees to permit access, at reasonable times, to its facilities.
- 4.8 **Notices.** Notices to the Sub-recipient required by this Grant shall be made by the State to the person indicated on the signature page by the Sub-recipient, unless otherwise stated in the Grant. Notices to the State required by the Grant shall be made by the Sub-recipient to an ADHS Procurement Officer, unless otherwise stated in the Grant. An authorized ADHS Procurement Officer and an authorized Sub-recipient representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Grant shall not be necessary.
- 4.9 **Advertising and Promotion of Contract.** The Sub-recipient shall not advertise or publish information for commercial benefit concerning this Grant without the prior written approval of an ADHS Procurement Officer.
- 4.10 **Property of the State.**
 - 4.10.1 ***Equipment.*** Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Grant is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Sub-recipient provides the services/materials required by the Grant, any and all equipment purchased by the Sub-recipient remains the property of the Sub-recipient. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
 - 4.10.2 ***Title and Rights to Materials.*** As used in this section, the term "Materials" means all products created or produced by the Sub-recipient under this Grant, including, but not limited to: written



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and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Sub-recipient in performance of this Grant. Sub-recipient acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Sub-recipient is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Sub-recipient, the Sub-recipient hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Sub-recipient shall not use or release these Materials without the prior written consent of the ADHS. When this Grant is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Sub-recipient agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

- 4.10.3 *Notwithstanding the above, if the Sub-recipient is a State agency, the following shall apply instead:* It is the intention of ADHS and Sub-recipient that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Grant and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Sub-recipient and any other materials created, prepared or received by the Sub-recipient and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Sub-recipient (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Sub-recipient's involvement in other service activities that are not funded by the Agreement.
- 4.10.4 Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Sub-recipient shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Sub-recipient's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Sub-recipient's own choosing. Sub-recipient agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5 In addition, ADHS and Sub-recipient agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Sub-recipient agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include



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compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

- 4.11 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Sub-recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 4.12 Federal Immigration and Nationality Act. The Sub-recipient shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Grant. Further, the Sub-recipient shall flow down this requirement to all subcontractors utilized during the term of the Grant. The State shall retain the right to perform random audits of Sub-recipient and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Sub-recipient and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Grant for default and suspension and/or debarment of the Sub-recipient.

5. COSTS AND PAYMENTS.

- 5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net thirty (30) days. Upon receipt and acceptance of goods or services, the Sub-recipient shall submit a complete and accurate Sub-recipient's Expenditure Report for payment from the State within thirty (30) days.
- 5.2 Recoupment of Contract Payments.
- 5.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Sub-recipient and remain in its possession at the end of each budget term, or at the time of termination of the Grant, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
- 5.2.2 *Contracted Services.* In a fixed price Grant, if the number of services provided is less than the number of services for which the Sub-recipient received compensation, funds to be returned to the ADHS shall be determined by the Grant price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Sub-recipient did not provide during the Grant term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Sub-recipient shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Sub-recipient can document as having been paid by the Sub-recipient and approved by ADHS. In addition, the Sub-recipient will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Principles up to the date of Grant termination.
- 5.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Grant, the Sub-recipient shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
- 5.2.4 *Unacceptable Expenditures.* The Sub-recipient agrees to reimburse the ADHS for all Grant funds expended, which are determined by the ADHS not to have been disbursed by the Sub-recipient in accordance with the terms of this Grant or within the Federal Awarding Agency's award terms and conditions. The Sub-recipient shall reimburse ADHS within forty-five (45) days of the determination of unacceptability.



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- 5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable.
- 5.4 Applicable Taxes.
- 5.4.1 *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 5.4.2 *Tax Indemnification.* The Sub-recipient and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Sub-recipient. Sub-recipient shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 5.4.3 *I.R.S. W9 Form.* In order to receive payment under any resulting Grant, the Sub-recipient shall have a current I.R.S. W9 Form on file with the State of Arizona.
- 5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Grant beyond the first year of the budget term or Grant term. The State may reduce payments or terminate this Grant without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subgrants entered into by the Sub-recipient in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.
- 5.6 Availability of Funds for the Current Grant Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:
- 5.6.1 Accept a decrease in price offered by the Sub-recipient;
- 5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;
- 5.6.3 Offer reductions in funding as an alternative to Grant termination; or
- 5.6.4 Cancel the Grant.

6. CONTRACT CHANGES.

- 6.1 Amendments, Purchase Orders and Change Orders. This Grant is issued under the authority of the Procurement Officer who signed this Grant. The Grant may be modified only through a Grant Amendment, Purchase Order and/or Change Order within the scope of the Grant, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Grant, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Grant are violations of the Grant and of applicable law. Such changes, including unauthorized Grant Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Grant shall not be entitled to any claim under this Grant based on those changes.
- 6.2 Subgrants. The Sub-recipient shall not enter into any subcontract under this Grant without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Grant.



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- 6.3 Assignments and Delegation. The Sub-recipient shall not assign any right nor delegate any duty under this Grant without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

7. RISK AND LIABILITY.

- 7.1 Risk of Loss. The Sub-recipient shall bear all loss of conforming material covered under this Grant until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Grant. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Sub-recipient regardless of receipt.

7.2 Force Majeure.

- 7.2.1 *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Grant if and to the extent that such party's performance of this Grant is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

- 7.2.2 *Exclusions.* Force Majeure shall not include the following occurrences:

- 7.2.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.2.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.2.2.3 Inability of either the Sub-recipient or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

- 7.2.3 *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Grant Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Grant.

- 7.2.4 *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

- 7.3 Third Party Antitrust Violations. The Sub-recipient assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Sub-recipient for or toward the fulfillment of this Grant.



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8. DESCRIPTION OF MATERIALS. The following provisions shall apply to Materials only:

- 8.1 Liens. The Sub-recipient agrees that the Materials supplied under this Grant are free of liens. In the event the Materials are not free of liens, Sub-recipient shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.
- 8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Sub-recipient agrees that, for one (1) year after acceptance by the State of the Materials, they shall be:
 - 8.2.1 Of a quality to pass without objection in the Grant description;
 - 8.2.2 Fit for the intended purposes for which the Materials are used;
 - 8.2.3 Within the variations permitted by the Grant and are of even kind, quantity, and quality within each unit and among all units;
 - 8.2.4 Adequately contained, packaged and marked as the Grant may require; and
 - 8.2.5 Conform to the written promises or affirmations of fact made by the Sub-recipient.
- 8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of these paragraphs are not affected by inspection or testing of or payment for the Materials by the State.
- 8.4 Compliance With Applicable Laws. The Materials and services supplied under this Grant shall comply with all applicable federal, state and local laws, and the Sub-recipient shall maintain all applicable license and permit requirements.
- 8.5 Survival of Rights and Obligations After Grant Expiration and Termination.
 - 8.5.1 *Sub-recipient's Representations.* All representations and warranties made by the Sub-recipient under this Grant in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 - 8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Sub-recipient shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Sub-recipient prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Grant.

9. STATE'S CONTRACTUAL REMEDIES.

- 9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Sub-recipient does not intend to, or is unable to, perform or continue performing under this Grant, the Procurement Officer may demand in writing that the Sub-recipient give a written assurance of intent to perform. Failure by the Sub-recipient to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Grant.
- 9.2 Stop Work Order.
 - 9.2.1 *Terms.* The State may, at any time, by written order to the Sub-recipient, require the Sub-recipient to stop all or any part of the work called for by this Grant for a period up to ninety (90) Days after the order is delivered to the Sub-recipient, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under



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this clause. Upon receipt of the order, the Sub-recipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Sub-recipient shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Grant price, or both, and the Grant shall be amended in writing accordingly.

9.3 *Non-exclusive Remedies.* The rights and remedies of ADHS under this Grant are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 *Right of Offset.* The State shall be entitled to offset against any sums due the Sub-recipient in any Grant with the State or damages assessed by the State because of the Sub-recipient's non-conforming performance or failure to perform this Grant. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. GRANT TERMINATION.

10.1 *Cancellation for Conflict of Interest.* Pursuant to A.R.S. § 38-511, the State may cancel this Grant within three (3) years after Grant execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Grant on behalf of the State is, or becomes at any time while the Grant or an extension of the Grant is in effect, an employee of or a consultant to any other party to this Grant with respect to the subject matter of the Grant. The cancellation shall be effective when the Sub-recipient receives written notice of the cancellation, unless the notice specifies a later time. If the Sub-recipient is a political subdivision of the State, it may also cancel this Grant as provided in A.R.S. § 38-511.

10.2 *Gratuities.* The State may, by written notice, terminate this Grant, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Sub-recipient or a representative of the Sub-recipient to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Grant or an Amendment to the Grant, or receiving favorable treatment concerning the Grant, including the making of any determination or decision about Grant performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Sub-recipient.

10.3 *Suspension or Debarment.* The State may, by written notice to the Sub-recipient, immediately terminate this Grant if the State determines that the Sub-recipient or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 *Termination Without Cause.*

10.4.1 Both the State and the Sub-recipient may terminate this Grant at any time with thirty (30) day notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Sub-recipient terminates this Grant, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within five (5) days of the termination notice. In addition, if the Sub-recipient terminates the Grant, the Sub-recipient shall indemnify the State for any sanctions imposed by the funding source as a result of the Sub-



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recipient's failure to complete the Grant.

- 10.4.3 If the State terminates this Grant pursuant to this Section, the State shall pay the Sub-recipient the Grant price for all Services and Materials completed up to the date of termination. In a fixed price Grant, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Sub-recipient can document as having been paid by the Sub-recipient and approved by ADHS. In addition, the Sub-recipient will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Sub-recipient shall deliver to the ADHS all deliverables completed. ADHS may require Sub-recipient to negotiate the terms of any remaining deliverables still due.
- 10.5 Mutual Termination. This Grant may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.
- 10.6 Termination for Default. The State reserves the right to terminate the Grant in whole or in part due to the failure of the Sub-recipient to comply with any material obligation, term or condition of the Grant, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Grant. In the event the ADHS terminates the Grant in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Sub-recipient shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.
- 10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Sub-recipient shall perform work consistent with the requirements of the Grant and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Sub-recipient terminated in part, the Sub-recipient shall continue to perform the Grant to the extent not terminated. After receiving the notice of termination, the Sub-recipient shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Sub-recipient and subcontractors shall stop all work.
- 10.8 Disposition of Property. Upon termination of this Grant t, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. ARBITRATION.

Pursuant to A.R.S. § 12-1518, disputes under this Grant t shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. COMMUNICATION.

- 12.1 Program Report. When reports are required by the Grant, the Sub-recipient shall provide them in the format approved by ADHS.
- 12.2 Information and Coordination. The State will provide information to the Sub-recipient pertaining to activities that affect the Sub-recipient's delivery of services, and the Sub-recipient shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Sub-recipient progresses, advice and information on matters covered by the Grant shall be made available by the Sub-recipient to the State throughout the effective period of the Grant.



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13. CLIENT GRIEVANCES.

If applicable, the Sub-recipient and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Grant and which is acceptable to and approved by the State.

14. SOVEREIGN IMMUNITY.

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. ADMINISTRATIVE CHANGES.

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Grant or Grant Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Grant Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Sub-recipient notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

16. SURVIVAL OF TERMS AFTER TERMINATION OR CANCELLATION OF CONTRACT.

All applicable Grant terms shall survive and apply after Grant termination or cancellation to the extent necessary for Sub-recipient to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

17. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).

17.1 The Sub-recipient warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Grant. Sub-recipient warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Grant so that both ADHS and Sub-recipient will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Sub-recipient will sign any documents that are reasonably necessary to keep ADHS and Sub-recipient in compliance with HIPAA, including, but not limited to, business associate agreements.

17.2 If requested by the ADHS Procurement Office, Sub-recipient agrees to sign a "Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Sub-recipient agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Sub-recipient has attended or participated in job related HIPAA training that is: (1) intended to make the Sub-recipient proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.



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18. UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENT.

Pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity) may receive a sub-award from ADHS unless the entity provides its Unique Entity Identifier Number to ADHS. The number can be created in SAM.gov. If already registered the UEI has been assigned and can be viewed in SAM.gov.

19. The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrc.gov/>

If applicable, the subrecipient or sub-awardee is required to abide by the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act – P.L. 109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrc.gov/>. The associated Grant Reporting Certification Form and completion instructions will be sent to the subrecipient from ADHS Program(s) responsible for the specific contract. The subrecipient or sub-awardee must return the completed form to ADHS Program(s) by the 15th of the month following that in which the award was received. Failure to complete a required Grant Reporting Certification Form may result in loss of funding.

20. 2 CFR §200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

20.1 Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:

20.1.1 Procure or obtain;

20.1.2 Extend or renew a contract to procure or obtain; or

20.1.3 Enter in a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20.1.4 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

20.1.5 Telecommunications or video surveillance services provided by such entities or using such equipment.

20.1.6 Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonable believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

21. CONTRACTING; PROCUREMENT; INVESTMENT; PROHIBITIONS.

21.1 A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the



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company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

21.2 A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

21.3 Sub-recipient hereby certifies that it is not currently engaged in, and will not for the duration of this Grant engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Sub-recipient may result in action by the State up to and including termination of this Grant.

22. TECHNOLOGY REPLACEMENT.

In any event where product is discontinued, no longer available or technically inferior to newly developed product, the Sub-recipient shall provide an equivalent replacement model at no additional cost and shall honor the original contract terms

23. AUTHORIZATION FOR PROVISION OF SERVICES.

Authorization for purchase of services under this Grant shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Grant number and the dollar amount of the funds authorized. The Sub-recipient shall only be authorized to perform services up to the amount of the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless 2) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or an additional Purchase Order is issued for purchase of services under this Grant.

24. KEY PERSONNEL.

It is essential the Sub-recipient provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work performed under this Grant. The Sub-recipient must assign specific individuals to key positions of responsibility. If any of the assigned Key/Essential Personnel does not satisfactorily perform the assigned duties, the Sub-recipient shall withdraw such Key/Essential Personnel immediately upon ADHS' notification and shall replace the withdrawn Key/Essential Personnel with other Key/Essential Personnel at no additional cost to ADHS.

25. INFORMATION DISCLOSURE.

The Sub-recipient shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the Grant shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Grant. Persons requesting such information should be referred to the State. The Sub-recipient also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Sub-recipient as needed for the performance of duties under the Grant, unless otherwise agreed to in writing by the State.

26. GRANT RESTRICTIONS.

Sub-recipients will provide a copy of all printed or broadcast media or any other educational materials developed using funds awarded under this Grant to the ADHS Office of HIV & Hepatitis C Service (OHHS) Materials Review Committee for approval. Media and/or printed educational materials will adhere to the required wording as follows: "Funded in part by the Bureau of Infectious Disease Services as made available through the Arizona Department of Health Services" or add ADHS logo.



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27. ARIZONA SUBSTITUTE/IRS W-9 FORM.

In order to receive payment, the Sub-recipient shall have a current Arizona Substitute W-9 Form on file with the State of Arizona, unless not required by law.

28. OFFSHORE PERFORMANCE OF WORK PROHIBITED.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Grant. This provision applies to work performed by subcontractors at all tiers.

29. PURCHASE ORDERS.

The Sub-recipient shall, in accordance with all terms and conditions of the Grant, fully perform and shall be obligated to comply with all Purchase Orders received by the Sub-recipient prior to the expiration or termination hereof, unless otherwise directed in writing by the ADHS Administrator, including, without limitation, all Purchase Orders received prior to but not fully performed and satisfied at the expiration or termination of this Grant.

30. PANDEMIC CONTRACTUAL PERFORMANCE.

30.1 The State shall require a written plan that illustrates how the Sub-recipient shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at any time prior or post award of a Grant. At a minimum, the pandemic performance plan shall include:

30.1.1 Key succession and performance planning if there is a sudden significant decrease in Sub-recipient's workforce.

30.1.2 Alternative methods to ensure there are products in the supply chain.

30.1.3 An up-to-date list of company contacts and organizational chart.

30.2 In the event of a pandemic, as declared the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Grant impossible or impracticable, the State shall have the following rights:

30.2.1 After the official declaration of a pandemic, the State may temporarily void the Grant(s) in whole or specific sections, if the Sub-recipient cannot perform to the standards agreed upon in the initial terms.

30.2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code.

30.2.3 Once the pandemic is officially declared over and/or the Sub-recipient can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided Grant(s).

30.3 The State, at any time, may request to see a copy of the written plan from the Sub-recipient. The Sub-recipient shall produce the written plan within seventy-two (72) hours of the request.

31. INDEMNIFICATION CLAUSE.

31.1 To the fullest extent permitted by law, Sub-recipient shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials,



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agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Sub-recipient or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Sub-recipient to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Sub-recipient from and against any and all claims. It is agreed that Sub-recipient will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this grant, the Sub-recipient agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Sub-recipient for the State of Arizona.

31.2 This indemnity shall not apply if the Sub-recipient or subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

32. INSURANCE REQUIREMENTS.

32.1 Sub-recipient and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Grant, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Sub-recipient, its agents, representatives, employees or subcontractors.

32.2 The Insurance Requirements herein are minimum requirements for this Grant and in no way limit the indemnity covenants contained in this Grant. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Sub-recipient from liabilities that arise out of the performance of the work under this Grant by the Sub-recipient, its agents, representatives, employees or subcontractors, and the Sub-recipient is free to purchase additional insurance.

33. MINIMUM SCOPE AND LIMITS OF INSURANCE:

Sub-recipient shall provide coverage with limits of liability not less than those stated below.

33.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

33.1.1	General Aggregate	\$2,000,000.00
33.1.2	Products – Completed Operations Aggregate	\$1,000,000.00
33.1.3	Personal and Advertising Injury	\$1,000,000.00
33.1.4	Damage to Rented Premises	\$ 50,000.00
33.1.5	Each Occurrence	\$1,000,000.00

33.1.5.1 The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Sub-



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recipient.

- 33.1.5.2 Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Sub-recipient.

33.2 Worker's Compensation and Employers' Liability

33.2.1 Workers' Compensation Statutory

Employers' Liability

33.2.2 Each Accident \$1,000,000.00

33.2.3 Disease – Each Employee \$1,000,000.00

33.2.4 Disease – Policy Limit \$1,000,000.00

- 33.2.4.1 Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Sub-recipient.

- 33.2.4.2 This requirement shall not apply to each Sub-recipient or subcontractor that is exempt under A.R.S. § 23-901, and when such Sub-recipient or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

33.3 Business Automobile Liability

33.3.1 Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Grant.

33.3.1.1 Combined Single Limit (CSL) \$1,000,000.00

- 33.3.1.2 Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Sub-recipient involving automobiles owned, hired and/or non-owned by the Sub-recipient.

- 33.3.1.3 Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Sub-recipient.

33.4 ADDITIONAL INSURANCE REQUIREMENTS:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 33.4.1 The Sub-recipient's policies, as applicable, shall stipulate that the insurance afforded the Sub-recipient shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as



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provided by A.R.S. § 41-621 (E).

33.4.2 Insurance provided by the Sub-recipient shall not limit the Sub-recipient's liability assumed under the indemnification provisions of this Grant.

33.5 NOTICE OF CANCELLATION:

Applicable to all insurance policies required within the Insurance Requirements of this Grant, Sub-recipient's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Sub-recipient must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the **Arizona Department of Health Services, 150 North 18th Avenue, Suite 530, Phoenix, Arizona 85007** and shall be mailed, emailed, hand delivered or sent by facsimile transmission to the Office of Procurement, the address as stated above.

33.6 ACCEPTABILITY OF INSURERS:

Sub-recipient's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Sub-recipient from potential insurer insolvency.

33.7 VERIFICATION OF COVERAGE:

33.7.1 Sub-recipient shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Grant. An authorized representative of the insurer shall sign the certificates.

33.7.2 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this Grant.

33.7.3 Each insurance policy required by this Grant must be in effect at, or prior to, commencement of work under this Grant. Failure to maintain the insurance policies as required by this Grant, or to provide evidence of renewal, is a material breach of Grant.

33.7.4 All certificates required by this Grant shall be sent directly to The Arizona Department of Health Services, 150 North 18th Avenue, Suite 530, Phoenix, Arizona 85007, Fax: 602-542-1741. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Grant at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

33.8 SUB-CONTRACTORS:

Sub-recipient's certificate(s) shall include all subcontractors as insureds under its policies or Sub-recipient shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Grant, proof from the Sub-recipient that its subcontractors have the required coverage.



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33.9 APPROVAL AND MODIFICATIONS:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this Grant, as deemed necessary. Such action will not require a formal Grant amendment but may be made by administrative action.

33.10 EXCEPTIONS:

In the event the Sub-recipient or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Sub-recipient or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

34. CIVIL RIGHTS ASSURANCE STATEMENT.

The Sub-recipient and subcontractor are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.

35. AMERICANS WITH DISABILITIES ACT OF 1990.

- 35.1 The Sub-recipient shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination of the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.
- 35.2 Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the Contract Manager for the Grant. Request should be made as early as possible to allow time to arrange the accommodation.

36. FEDERAL FUNDING.

Funding for these services is contingent upon the availability of federal government funding. No commitment of any kind is made by the State concerning this Grant unless there are monies provided by a federal grant. The Sub-recipient should take this fact into consideration.

- 36.1 For the purposes of this Grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of two hundred fifty dollars (\$250) or greater.
- 36.2 Sub-recipient agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every. Sub-recipient agrees that funds will not be used for the construction of new facilities.
- 36.3 Sub-recipient agrees to follow equipment disposition policies as determined by the Federal Awarding Agency at Award Completion or as depicted in the State of Arizona Accounting Manual. Sub-recipient also agrees to follow the directives in ADHS Property and Procedure Policy FIN 111.



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- 36.4 Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must: Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated; Be incorporated into the official records of the non-Federal entity; Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities (for IHE, this per the IHE's definition of IBS); Encompass both federally assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy; Comply with the established accounting policies and practices of the non-Federal entity (See paragraph above for treatment of incidental work for IHEs) and Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two (2) or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes only.
- 36.5 Sub-recipient understands that financial reports are required as an accounting of expenditures for either reimbursement or ADHS-approved advance payments.
- 36.6 The final request for reimbursement of grant funds must be received by the ADHS no later than sixty (60) days after the last day of the award period.
- 36.7 All goods and services must be received or have reasonable expectations thereof and placed in service by Sub-recipient by the expiration of this award.
- 36.8 Sub-recipient agrees that all encumbered funds must be expended and that goods and services must be paid by Sub-recipient within sixty (60) days of the expiration of this award unless funding guidelines permit funds to be used at a future date.
- 36.9 Sub-recipient agrees to remit all unexpended grant funds to the ADHS within thirty (30) days of written request from the ADHS.
- 36.10 Sub-recipient agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the State of Arizona Accounting Manual (SAAM) located at the following website. <https://gao.az.gov/publications/saam> Interest earned in excess of allowable limits must be remitted to the ADHS within thirty (30) days after receipt of a written request from the ADHS.
- 36.11 Sub-recipient agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the ADHS.
- 36.12 Sub-recipient agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the ADHS.
- 36.13 No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
- 36.14 Sub-recipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by Sub-recipient for administering these funds unless explicitly approved in writing by the ADHS. This may include, but is not limited to, costs for services such as accounting, payroll, data processing,



TERMS AND CONDITIONS
REQUEST FOR GRANT APPLICATION
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**ARIZONA DEPARTMENT OF
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 150 N. 18th Avenue, Suite 530
 Phoenix, Arizona 85007

purchasing, personnel, and building use which may have been incurred by the Sub-recipient.

- 36.15 Sub-recipient will comply with the audit requirements of *OMB* Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards and provide the ADHS with the Single Audit Report and any findings within ninety (90) days of receipt of such finding(s). If the report contains no findings, the Sub-recipient must provide notification that the audit was completed. All completed Single Audits should be uploaded in the format specified to the Federal Audit Clearinghouse no later than nine (9) months after the entity's fiscal year-end at the attached **Link:** <https://harvester.census.gov/facweb/default.aspx/>.
- 36.16 Sub-recipient certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide. OMB A-102 is obsolete, these references can likely be removed in their entirety as they simply reference Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards located at 2 CFR 200.
- 36.17 Sub-recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
- 36.18 Sub-recipient agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service. **Link:** *System for Award Management* <https://www.sam.gov/portal/public/SAM/>
- 36.19 Sub-recipient agrees to ensure that, no later than the due date of the Sub-recipient's first financial report after the award is made, Sub-recipient and any subcontractors have a valid UEI profile and active registration with the System for Award Management (SAM) database.
- 36.20 Sub-recipient certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
- 36.21 Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) Sub-recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.
- 36.22 Sub-recipient certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for Sub-recipients, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
- 36.23 Pursuant to A.R.S. § 35-181.03, A. through C. any nonprofit corporation that receives at least \$250,000, but less than \$750,000 in state assistance in any fiscal year shall file audited financial statements prepared in accordance with federal single audit regulations or financial statement prepared in accordance with generally accepted accounting principles and audited by an independent certified public accountant and provide those evaluation to the ADHS Office of Auditing upon completion at Audit@azdhs.gov. Each nonprofit corporation receiving \$250,000 or less in state assistance in any fiscal year shall comply with contract requirements concerning financial and compliance audits contained in the Grant governing such programs. <https://www.azleg.gov/viewdocument/?docName=https://www.azleg.gov/ars/35/00181-03.htm>



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37. FRAUD, WASTE, AND ABUSE.

- 37.1 ADHS requires all employees to abide by the State's Personnel System Rules, R2-5A-501; Standards of Conduct which includes maintaining high standards of honesty, integrity, and impartiality, free from personal considerations and/or favoritism, and Code of Conduct for individuals engaged in Accounting, Financial and Budgeting Activities which depicts the moral, ethical, legal and professional aspects of personal conduct. ADHS requires the same conduct of its consultants, vendors, Sub-recipients, subrecipients, or persons doing business with the agency.
- 37.2 Any State employee, consultant, vendor, Sub-recipient or subrecipient or person doing business with the Agency who receives a report of improper activity must report the information within one (1) business day. **Note:** Federal Award policy denotes awardees must disclose, in a timely manner, in writing to ADHS all violations of Federal Criminal Law, involving fraud, bribery, or gratuity violations potentially affecting Federal Awards.
- 37.3 Anyone suspecting Fraud, Waste, or Abuse related to ADHS activities are required to report Fraud, Waste, or abuse through any of the following reporting channels:
- 37.3.1 ADHS Ethics Action Hotline at (602) 542-2347,
- 37.3.2 ADHS Ethics Action Email at reportethics@azdhs.gov ,or
- 37.3.3 General Accounting Office (GAO) Fraud Reporting Email at reportfraud@azdoa.gov to report Fraud, Waste, or Abuse incidents.

38. NEW PRODUCTS/SERVICES LANGUAGE.

The State, at its sole discretion may allow new products or services identified by the Sub-recipient or ADHS to be incorporated. The request may be submitted at any time during the Grant period. The requested products or services shall align with the current Scope of Services and Price List.

39. PROTECTION OF STATE CYBERSECURITY INTERESTS

The Sub-recipient shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.

40. COMMENTS WELCOME.

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 280, Phoenix, Arizona 85007.

Southwest Center
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Created by and for individuals at risk or living with HIV, The Southwest Center for HIV/AIDS (SWC) is the largest HIV-testing non-governmental agency in the state of Arizona. With HIV treatment and prevention at the core of our services, SWC has become a center of healthcare excellence by creating a culturally reactive mental and physical health clinic supporting historically marginalized individuals, especially the LGBTQIA2S+ and BIPOC communities.

Our mission is to provide affirming and inclusive services to promote well-being and advance health equity for diverse communities and all those seeking compassionate care - especially people of color, LGBTQIA2S+ and Queer individuals, and those affected by HIV. Our vision is a just and equitable world where who we are is embraced in all spaces - especially in barrier-free access to health and wellness - leading each of us to live a full, rich, and authentic life. Each year, SWC serves over 30,000 Arizonans of all ages, races, ethnicities, and genders who are at risk for or living with HIV.

SWC offers a status-neutral approach to delivering whole-person care. Our facility is in downtown Phoenix at the Parsons Center for Health and Wellness. In this space, SWC brings quality community healthcare providers together under one roof, along with our vitamin shop, shared community conference and educational space, and a youth and family resource center.

Our services include:

Health Clinic: SWC is committed to providing high-quality, affordable, affirming, and inclusive physical and mental healthcare to all – especially people of color, LGBTQIA2S+ and Queer individuals, and those affected by HIV.

HIV/STI Testing: SWC provides testing at no cost to the patient through three strategies: our HIV/STI clinic, community outreach, and the Gender-Affirming Program (GAP). Prevention Specialists walk individuals through the testing process with empathy, confidentiality, and no judgment. We offer testing at our clinic Monday through Friday by walk-in and appointment. SWC also offers outreach testing throughout Maricopa County as part of its community engagement activities. Before the COVID-19 pandemic, SWC's Outreach Team participated in ~200 events yearly and provided HIV/STI testing at dozens of local bars, venues, and events. Following the pandemic, our outreach efforts were renewed to better participate in events and venues representing the needs and identities of our communities. We now participate in about five (5) to seven (7) events per month and have completed more than 100 no-cost testing sessions in the last year. The GAP serves transgender individuals of color ages 13-34. By SWC's GAP staff, the program provides a space for the prioritized community to feel comfortable discussing any questions or concerns.

PrEP/PEP Navigation: SWC Clinical Program Navigators refer more than 9,000 clients for PrEP (pre-exposure prophylaxis) and/or PEP (post-exposure prophylaxis) internally at SWC. SWC has one of the most comprehensive PrEP/nPEP Navigation programs in the Southwestern US and partners with several community agencies and patient assistance programs to reduce barriers to care.

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Sexual and Reproductive Health Services: SWC offers high-quality, confidential, low- to no-cost sexual and reproductive services to everyone regardless of income, insurance status, gender identity, sexuality, or immigration status. These services include contraception, sexually transmitted infection (STI) services, pregnancy testing, counseling and resources, cervical and breast cancer screenings, preconception health, and basic infertility services.

Gender-Affirming Program (GAP): SWC provides individualized care and support to gender-expansive people in reaching their transformative goals by navigating agency services and providing referrals to our resource network and community partners.

Mental Health: SWC's Mental Health department includes licensed therapists who offer individual, group, and family counseling. Services include addiction counseling, Eye Movement Desensitization and Reprocessing (EMDR), Trauma Informed Care (TIC), Cognitive Behavior Therapy, Dialectical Behavior Therapy, Motivational Interviewing, and Support Groups.

Medical and Non-Medical Case Management: SWC Case Managers help people obtain and sustain the medical care and other core support services they need to live long, healthy lives. We connect clients to various healthcare services (including primary care, behavioral health, and dental). Additional services include connection to medication and health care coverage and resources for housing, disability application, education, job attainment, food security, insurance applications, and transportation.

Nutrition: SWC provides a range of nutrition services, including Nutrition Assessments (one-on-one comprehensive nutritional assessment with a registered dietitian, body composition testing, education on healthy food choices, and recommendations for nutritional supplements), an on-site Vitamin and Herb Shop (high-quality, affordable vitamins, minerals, and supplements), and Food Voucher Program (currently \$50 food vouchers to low-income, HIV-positive clients who meet certain medical/nutritional needs).

Outreach: SWC's Outreach team seeks to eliminate stigma around HIV while educating the community on safer sex, PrEP, U=U, HIV, and more. Outreach also provides HIV, STI, and HCV testing at select venues and events.

Nice Package Initiative: SWC provides free condoms delivered directly to individuals and organizations to the entire state of Arizona and Southern Nevada. In 2022, Nice Package distributed 1.8 million condoms to the community.

SWC deeply understands the people and communities it serves and has established a strong positive presence. We strive to meet clients where they are - physically, emotionally, and mentally.

SWC has received multiple multi-year federal direct or pass-through awards since its inception in 1990. Within the past seven (7) years, SWC has received direct, multi-year awards from the CDC totaling \$4 million and CDC and Ryan White Part B (RWPB) pass-through multi-year funding from ADHS totaling \$5.4 million. Ryan White Part A (RWPA) also funds the SWC, awarding SWC \$6.1 million in direct multi-year contracts. SWC recently received a five (5) year

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award from the Substance Abuse Mental Health Services Administration (SAMHSA), totaling \$2.5 million. SWC has no findings on its external audits regarding managing federal funding, and all audits conducted by the funding agencies have also been clean. For condom distribution-specific funding, SWC has received \$309,937.10 per year in pass-through funding from ADHS within the last six (6) years.

Condom distribution in Arizona is just one tool in the HIV prevention tool belt. Condoms are an effective barrier method that helps reduce the transmission of not only HIV but also other STIs like gonorrhea, chlamydia, and syphilis. Condom programs, like SWC's Nice Package, include educational components that provide information on the importance of safer sex practices. This includes information on proper condom use, the importance of regular STI testing, and communication about sexual health within relationships. Nice Package helps ensure that condoms are accessible to a wide range of individuals, including those who may face barriers to obtaining them, such as financial constraints or lack of access to healthcare services. Providing access to condoms empowers individuals to take responsibility for their sexual health. It allows them to make informed decisions about protecting themselves and their partners from the potential risks associated with unprotected sex. Overall, condom distribution is a proactive approach to promoting public health, reducing the spread of STIs, and preventing unintended pregnancies. It contributes to a comprehensive sexual health strategy emphasizing education, accessibility, and empowerment.

As the current condom provider for the state of Arizona and Southern Nevada, Nice Package has experienced programmatic barriers such as, limited quantity of certain items from the distributor, limited staff to provide a comprehensive program, and bulk distribution partners having difficulty receiving their orders. With this new funding opportunity, SWC and Nice Package will utilize the current e-commerce system to monitor and manage condom inventory more completely. This way, there will not be a large gap in the inventory available for the program. Nice Package will also implement a more organized ordering process through the e-commerce site for mail-order and bulk distribution programs by updating the settings, creating a separate page for bulk orders, and allowing consumers to create a profile that can be saved and utilized for future orders. Nice Package will also be hiring a program manager solely focused on overseeing, monitoring, and evaluating the condom distribution program. This will ensure the program will have consistent support, one main contact for the program, and the ability to provide an efficient and effective comprehensive program. Lastly, ensuring there is an updated ordering process and system for bulk distributors and detailed expectations for the bulk distributors will allow partners to receive their orders in a timely and organized manner.

SWC has been the sole provider of no-cost condoms, lube, and other safer sex supplies for the past six (6) years for the state of Arizona and Southern Nevada. SWC's Nice Package provides condoms, lube, and other supplies through three main components. The first is mail-order, where a consumer orders a package of 10-12 safer sex supplies through our Nice Package website at no cost to them. That package is discreetly mailed to the consumer in a non-labeled, plain envelope with minimal information on the return address. The second is partner bulk distribution, where

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organizations in Arizona can contact Nice Package and order condoms and other safe sex supplies to provide to their patients, communities, and clients. The final is the dispenser network, where organizations and businesses were given dispensers to fill with bulk-ordered condoms to provide to communities for free. Nice Package also participates in local events to distribute condoms and other supplies, such as Pride, Rainbows, Gay Rodeo, First Fridays, Project Connect, Two-Spirit Powwow, and other events. Through these three components, Nice Package has distributed almost two million condoms in the past year. Since COVID-19, Nice Package has seen a significant increase in the need for condoms and other safe sex supplies, at the least tripling the demand for this program.

SWC currently manages individual ordering through the e-commerce site SquareSpace. Moving forward, SWC will offer individual and bulk ordering for partnering agencies and inventory management through SquareSpace, allowing for a streamlined approach to organizing the program. SWC will also partner with OHHS in ordering inventory through Global Protection Corp, the current distributor used for all condoms and safe sex supplies. SWC proposes that the ordering process occurs every quarter to manage the expectations from bulk distributors. This will offer a streamlined and organized process and require planning, organization, and inventory management from all partner agencies and SWC. SWC also proposes that the program manager order directly with Global Protection, and then they will send the invoice to OHHS for payment. This way, OHHS will not have to be in constant contact with SWC and Global Protection if items are out of stock, an emergency order is needed, etc.

The Nice Package website is currently functioning and receiving orders. SWC will update the website to include bulk distribution ordering and the inventory system on the back end, including the newly rebranded name and logo. SWC will conduct a slow rebranding process to allow current consumers to understand the transition and what to expect. SWC will also update the website to ensure it is ADA-compliant, including semantic HTML, alternative text for images, keyboard accessibility, color contrast, readable text, clear instructions for forms and inputs, and other potential upgrades.

Nice Package will launch at least four (4) awareness campaigns each year to ensure that underserved communities understand the importance of condoms and other safe sex supplies, how to use them, and how to have those conversations with their partners. The program also recognizes and respects cultural diversity within the community and ensures that partnering agencies are also diverse and represent different underserved key populations such as Chicanos Por La Causa, one-n-ten, Social Spin, Brick Road Coffee, and others. These partnering agencies provide access to diverse communities who are at a higher risk for HIV infection and do not have access to or lack trust in medical personnel. The program will also continue to use and establish new accessible distribution sites for condoms in areas the community frequents, such as schools, places of worship, coffee shops, local businesses, and other unconventional distribution sites. Nice Package will also offer different educational materials and workshops offered at partnering agencies, businesses, places of worship, etc.

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To prepare for shortages of condoms and safe sex supplies, Nice Package will closely monitor internal inventory and keep in contact with partnering agencies to ensure there is minimal to no gaps in supply. If there happens to be a gap in supply, SWC will work with OHHS to find a solution.

SWC currently partners with Sonoran Prevention Works on advertising different services offered at both agencies, such as syringe access, HIV/Hep C testing, substance use services, etc., and Nice Package currently provides bulk condoms and safe sex supplies to Sonoran Prevention Works, Terros Health, CPLC, SAAF, and other harm reduction agencies. The program will maintain and expand its partnership with these agencies and begin working with other harm reduction service programs. SWC has built a strong partnership with Yavapai County and has provided condoms and other safe sex supplies to the county. SWC has also participated in a pride event hosted by the Hualapai Tribe, which has resulted in other partnering events. SWC partners with Native Health and Phoenix Indian Medical Center for events and condom distribution. SWC will continue to strengthen this relationship, be a trusted organization, and partner with the indigenous community. Nice Package currently partners with CPLC, Ebony House, SAAF, one-n-ten, Phoenix Pride, and other agencies that serve Black, Latinx, and LGBTQIA2S+ communities. Nice Package will continue partnering with and working with other agencies that serve underserved communities. Awareness campaigns and marketing strategies will also be utilized to target underserved communities.

The program manager will work closely with the Senior Grants and Contracts Manager to monitor and evaluate the condoms program monthly. Some performance metrics will be Partnership effectiveness, reach and accessibility, condom distribution points, zip code usage, and increased health outcomes for underserved populations. SWC may update these as the program continues and trends change.

Evaluation strategies will include Pre and Post campaign surveys, Consumer Engagement Group focus groups, and cost-effectiveness. SWC may update these as the program continues and trends change.

SWC ensures competitive wages with annual market reviews for each position hosted within the facility. Additionally, the organization also evaluates the cost of living and provides raises with the intention of employee retention. The performance also offers staff the opportunity to be provided with an increased wage. Reducing turnover and improving retention involves a balance of competitive wages and benefits, positive culture, and structure. The Southwest Center aims to achieve high scores in culture with appreciation cards, promoting kindness and self-care, and more. Additionally, creating structure within the policies and procedures so employees have the needed guidance and expectations will positively impact employee retention.

Condom Distribution		
Southwest Center for HIV/AIDS		
Cost Reimbursement Line Item Budget		
Account Classification	Total Budget	
Personnel	\$100,000.00	
ERE	\$26,000.00	
Professional & Outside Services	\$0.00	
Travel	\$6,254.00	
Occupancy	\$0.00	
Other Operating	\$135,146.00	
Capital Outlay	\$2,600.00	
Indirect	\$30,000.00	
TOTALS	\$300,000.00	
With prior written approval from the Program Manager, the contractor is authorized to transfer up to a maximum of 10% of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding 10% or to a non-funded line item shall require an amendment.		

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* *Appearance pro hac vice*

† *Mailing address only*

**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

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

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

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

6 2. On February 24, 2025, I executed a Declaration (ECF No. 47-9) in support of
7 Plaintiffs’ Complaint and Motion for a Preliminary Injunction, filed on March 3, 2025 (ECF No.
8 47). On April 7, 2025 I executed a supplemental declaration (ECF No. 58) in further support of
9 the same to prevent Defendant agencies and their leadership from enforcing Executive Order No.
10 14168 “Defending Women From Gender Ideology Extremism and Restoring Biological Truth to
11 the Federal Government” (“Gender Order”), issued January 20, 2025; Executive order No. 14151
12 “Ending Radical and Wasteful DEI Programs and Preferencing” (“DEI-1 Order”), issued January
13 20, 2025; and Executive Order No. 14173 “Ending Illegal Discrimination and Restoring Merit-
14 Based Opportunity” (“DEI-2 Order”), issued January 21, 2025 (collectively, the “Executive
15 Orders”), and related agency directives.

16 3. Since executing that Declaration on April 7, 2025, Defendant Centers for Disease
17 Control and Prevention (“CDC”), has taken further action to enforce the Executive Orders. I am
18 submitting this supplemental declaration to inform the Court of these recent developments and the
19 negative impacts they have had and will continue to have on SFAF and the people that it serves.

20 4. On September 13, 2023, the CDC, a component of the U.S. Department of Health
21 and Human Services, awarded SFAF a five-year cooperative agreement under the Enhancing STI
22 and Sexual Health Clinic Infrastructure (ESSHCI) program, CDC-RFA-PS-23-0011. The award
23 supports critical sexual health and STI prevention services for the San Francisco Bay Area. The
24 initial budget period was from September 30, 2023, through September 29, 2024, with \$500,000
25 in funding obligated. The award was then restructured and from September 30, 2024, through
26 September 29, 2025, and SFAF was funded for \$200,000 a year. The period of performance runs
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1 through September 29, 2028. In summary, the funding awarded is \$200,000 for four years, from
2 September 2024 to September 2028. The Notice of Award for the CDC Grant is attached as
3 **Exhibit A**. The Notice of Renewed Award is attached as **Exhibit B**.

4 5. The ESSHCI grant enables SFAF to expand and enhance STI and comprehensive
5 sexual health services, including increasing clinic capacity, improving client experiences,
6 addressing health disparities, and deploying alternative service models such as telehealth and co-
7 location in syringe services programs. The project specifically targets communities
8 disproportionately affected by sexual health disparities, including LGBTQ+ individuals, people of
9 color, transgender and nonbinary people, and people who use drugs.

10 6. On or about April 22, 2025, SFAF received a communication from the CDC on
11 their grant portal stating that, to comply with Executive Order No. 14168 (“Defending Women
12 From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government”) SFAF
13 must immediately terminate all programs, personnel, activities, or contracts promoting or
14 inculcating gender ideology that are supported by the ESSHCI award. The notice requires
15 “complete and permanent termination” of these efforts and prohibits incurring any further costs
16 for such activities. A copy of the Notice from the Grants Portal is attached as **Exhibit C**.

17 7. On or about April 22, 2025, SFAF received a second communication from the CDC
18 on their grant portal stating that, to comply with Executive Order No. 14151 (“Ending Radical and
19 Wasteful Government DEI Programs and Preferencing and Initial Rescissions of Harmful
20 Executive Orders and Action”) SFAF must immediately terminate all programs, personnel,
21 activities, or contracts promoting diversity, equity and inclusion that are supported by the ESSHCI
22 award. The notice requires “complete and permanent termination” of these efforts and prohibits
23 incurring any further costs for such activities. A copy of the Notice from the Grants Portal is
24 attached as **Exhibit D**.

25 8. Both notices defines these prohibited activities expansively, including any “vestige,
26 remnant, or re-named piece” of DEI or gender-related programs, regardless of the program’s
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1 location or the citizenship of its employees. *Id.*

2 9. Compliance with this directive would be virtually impossible for SFAF under the
3 terms of the ESSHCI cooperative agreement. SFAF's grant-supported activities inherently involve
4 serving and supporting LGBTQ+ communities, transgender individuals, and people of color,
5 addressing the specific health disparities they face.

6 10. We are unsure how to modify these programs, personnel, or activities without
7 fundamentally undermining the grant's purpose and violating the terms of the Notice of Award,
8 which mandates addressing sexual health disparities and supporting disproportionately impacted
9 communities.

10 11. Moreover, we believe compliance would likely violate federal statutory protections
11 against discrimination. Section 1557 of the Affordable Care Act, codified at 42 U.S.C. § 18116(a),
12 prohibits discrimination on the basis of race, color, national origin, sex, age, or disability under
13 any health program receiving federal financial assistance. The Executive Orders' enforcement
14 would require SFAF to discriminate on the basis of sex (including gender identity) and other
15 protected grounds in violation of this statute.

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

3 Dated: May 15, 2025

Respectfully submitted,

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7 Dr. Tyler TerMeer
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Award# 1 NH25PS005225-01-00
FAIN# NH25PS005225
Federal Award Date: 09/13/2023

Recipient Information

1. Recipient Name

SAN FRANCISCO AIDS FOUNDATION

2. Congressional District of Recipient

12

3. Payment System Identifier (ID)

4. Employer Identification Number (EIN)

942927405

5. Data Universal Numbering System (DUNS)

109280990

6. Recipient's Unique Entity Identifier (UEI)

7. Project Director or Principal Investigator

Ms. LB Honey-Brooks

8. Authorized Official

Ms. Jenny Hsieh

Financial Officer

Federal Agency Information

CDC Office of Financial Resources

9. Awarding Agency Contact Information

Mrs. Donita Hammond

Grants Management Specialist

10. Program Official Contact Information

Jhetari Carney

Program Officer

Federal Award Information

11. Award Number

1 NH25PS005225-01-00

12. Unique Federal Award Identification Number (FAIN)

NH25PS005225

13. Statutory Authority

This program is authorized under Sections 317 and 318 of the Public Health Service Act, as amended [42 U.S.C. Sections 247b and 247c]

14. Federal Award Project Title

SFAF - CDC Enhancing STI and Sexual Health Clinic Infrastructure (ESSHCI) PS-23-0011

15. Assistance Listing Number

93.977

16. Assistance Listing Program Title

Preventive Health Services_Sexually Transmitted Diseases Control Grants

17. Award Action Type

New

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date 09/30/2023 - End Date 09/29/2024

20. Total Amount of Federal Funds Obligated by this Action \$500,000.00

20a. Direct Cost Amount \$376,506.00

20b. Indirect Cost Amount \$123,494.00

21. Authorized Carryover \$0.00

22. Offset \$0.00

23. Total Amount of Federal Funds Obligated this budget period \$0.00

24. Total Approved Cost Sharing or Matching, where applicable \$500,000.00

25. Total Federal and Non-Federal Approved this Budget Period \$1,000,000.00

26. Period of Performance Start Date 09/30/2023 - End Date 09/29/2028

27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance \$1,000,000.00

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Ms. Edna Green

Grants Management Officer

30. Remarks

New Award - Financial assistance in the amount of \$500,000.00.



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Notice of Award

Centers for Disease Control and Prevention

Award# 1 NH25PS005225-01-00

FAIN# NH25PS005225

Federal Award Date: 09/13/2023

Recipient Information**Recipient Name**

SAN FRANCISCO AIDS FOUNDATION

Congressional District of Recipient

12

Payment Account Number and Type**Employer Identification Number (EIN) Data****Universal Numbering System (DUNS)****Recipient's Unique Entity Identifier (UEI)****31. Assistance Type**

Cooperative Agreement

32. Type of Award

Other

33. Approved Budget

(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$286,225.00
b. Fringe Benefits	\$77,281.00
c. Total Personnel Costs	\$363,506.00
d. Equipment	\$0.00
e. Supplies	\$0.00
f. Travel	\$0.00
g. Construction	\$0.00
h. Other	\$0.00
i. Contractual	\$13,000.00
j. TOTAL DIRECT COSTS	\$376,506.00
k. INDIRECT COSTS	\$123,494.00
l. TOTAL APPROVED BUDGET	\$500,000.00
m. Federal Share	\$500,000.00
n. Non-Federal Share	\$500,000.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
3-9390F49	23NH25PS005225	PS	410Q	93.977	\$500,000.00	75-23-0950



Centers for Disease Control and Prevention

Award# 1 NH25PS005225-01-00

FAIN# NH25PS005225

Federal Award Date: 09/13/2023

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

SAN FRANCISCO AIDS FOUNDATION

1 NH25PS005225-01-00

1. PS23-0011 Terms and Conditions for Non-Research Awards-BY01 San Francisco AIDS Foundation

Notice of Funding Opportunity: CDC-RFA-PS23-0011

Recipient: San Francisco AIDS Foundation

Award Number: NH25PS005225-01

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federal-regulations-policies/index.html>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number **CDC-RFA-PS-23-0011**, entitled “**Enhancing STI and Sexual Health Clinic Infrastructure (ESSHCI)**”, and application dated **June 05, 2023**, as may be amended, which are hereby made a part of this non-research award, hereinafter referred to as the Notice of Award (NoA).

Approved Funding: Funding in the amount of **\$500.00.00** is approved for the Year **01** budget period, which is **September 30, 2023** through **September 29, 2024**. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

The federal award amount is subject to adjustment based on total allowable costs incurred and/or the value of any third party in-kind contribution when applicable.

Note: Refer to the Payment Information section for Payment Management System (PMS) subaccount information.

Summary Statement/Technical Review: Within 5 days of this Notice of Award's (NoA) issue date, the Summary Statement/Technical Review will be accessible to the recipient in GrantSolutions Grant Notes. Contact the assigned Program Officer indicated in the NoA with any questions regarding this document or any follow up requirements.

Financial Assistance Mechanism: Cooperative Agreement

Budget Revision Requirement: By **October 30, 2023** the recipient must submit a revised budget with a narrative justification. Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the CDC Staff Contacts section of this notice before the due date. Take the following notes into consideration when revising the budget.

Personnel:

1. Submit budget should be for year 1 only
2. TBD positions should be adjusted to 9 or 10 months to give time for hiring process, then adjust salaries accordingly.

Fringe Benefits:

1. TBD positions should be adjusted to 9 or 10 months to give time for hiring process, then adjust salaries accordingly.

Contractual:

Include all required elements for a contract in budget submission. Refer to budget guidance.

Substantial Involvement by CDC: The CDC program that is involved with this NOFO will provide substantial involvement beyond site visits and regular performance and financial monitoring during the period of performance. Substantial involvement means that recipients can expect a federal programmatic partnership during the cooperative agreement.

CDC will work in partnership with the recipient to ensure the success of the cooperative agreement by:

- Making subject matter experts available, including scientific leadership, program planning, evaluation, and senior leadership to foster strategic discussions on the best approaches to achieve program goals,
- Conducting an in-person or virtual kick-off meeting with DSTDP leadership and staff at the beginning of the five-year period of performance,
- Sharing scientific and policy reports, research publications, education media campaign updates, and other work,
- Providing data and expert opinion to inform project activities,
- Providing guidance and set standards on data collection, use, and submission requirements,
- Coordinating to improve the quality and effectiveness of the proposed program, including revising the work plan, evaluation strategy, products and services, and other elements,
- Fostering ongoing opportunities for networking, communication, coordination, and collaboration,
- Monitoring program performance using multiple approaches, such as standardized review of performance, recipient feedback and other data reports, to support program development, implementation, evaluation, and improvement,
- Facilitating program collaboration with other CDC programs and HHS offices to enhance and improve integration of services, and
- Collecting and disseminating information, best practices, lessons learned, and evaluation results (e.g., through conferences, guidance, material development, webinars, data sharing publications, other social media, participation in meetings, committees, and working groups related to the cooperative agreement).

Program Income: Any program income generated under this grant or cooperative agreement will be used in accordance with the Addition alternative.

Addition alternative: Under this alternative, program income is added to the funds committed to the project/program and is used to further eligible project/program objectives.

Note: The disposition of program income must have written prior approval from the GMO.

FUNDING RESTRICTIONS AND LIMITATIONS

Notice of Funding Opportunity (NOFO) Restrictions:

Restrictions that must be considered while planning the programs and writing the budget are:

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Recipients may use funds only for reasonable program purposes, including

personnel, travel, supplies, and services.

- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See [Additional Requirement \(AR\) 12](#) for detailed guidance on this prohibition and [additional guidance on lobbying for CDC recipients](#).
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- CDC funds may be used for laboratory costs to screen or monitor PrEP per CDC Guidelines for uninsured or underinsured people receiving PrEP in not-for-profit or governmental clinics.
- CDC funds may be used for mobile units and other novel engagement strategies.
- CDC funds cannot be used to cover the costs of antiretroviral medication, including PrEP.
- Federal funds used for the purchase of supplies or equipment related to injection drug use must comply with current federal law.
- Recipients may not use funds to purchase family planning medications.
- Recipients may use funds to screen, diagnose, or treat STIs in persons who are uninsured and underinsured.
- Funds cannot be used to purchase medication for treatment of hepatitis C.

Indirect Costs:

SFAF has a federally negotiated provisional indirect cost rate of 32.8%, of which this agreement seeks reimbursement of 32.8%. The base for SFAF's total direct costs excludes capital expenditures and donated goods and services

REPORTING REQUIREMENTS

Annual Federal Financial Report (FFR, SF-425): The Annual Federal Financial Report (FFR) SF-425 is required and must be submitted to [**Payment Management System**](#) no later than 90 days after the end of the budget period. The FFR for this budget period is due no later than **December 30, 2024**. Reporting timeframe is **September 30, 2023** through **September 29, 2024**. The FFR should only include those funds authorized and disbursed during the timeframe covered by the report.

Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, the recipient is

required to contact the Grants Officer listed in the contacts section of this notice before the due date.

Annual Performance Progress and Monitoring Reporting: The Annual Performance Progress and Monitoring Report (PPMR) is due no later than 120 days prior to the end of the budget period and serves as the continuation application for the follow-on budget period. Submission instructions, due date, and format will be included in the guidance from the assigned GMO/GMS via a www.grantsolutions.gov.

Performance Progress and Monitoring: Performance information collection initiated under this grant/cooperative agreement has been approved by the Office of Management and Budget under **OMB Number 0920-1132 (“Performance Progress and Monitoring Report”, Expiration Date 3/31/2026**. The components of the PPMR are available for download at: <https://www.cdc.gov/grants/already-have-grant/Reporting.html>.

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Donita Jo Hammond-Grant, Grants Management Specialist
Centers for Disease Control and Prevention (CDC)
Office of Grants Services (OGS) Branch 1
District Chamblee, Bldg. 2900 Mail Stop TCU-3
Atlanta, GA 30341-4146
Email: [REDACTED] (Include “Mandatory Grant Disclosures” in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include “Mandatory Grant Disclosures” in subject line) or
Email: [REDACTED]

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

PROGRAM OR FUNDING GENERAL REQUIREMENTS

HIV Program Review Panel Requirement: All written materials, audiovisual materials, pictorials, questionnaires, survey instruments, websites, educational curricula and other relevant program materials must be reviewed and approved by an established program review panel. A list of reviewed materials and approval dates must be submitted to the CDC Grants Management Specialist identified in the CDC Roles and Responsibilities section of this NoA.

Prior Approval: All requests, which require prior approval, must bear the signature of the authorized organization representative. The recipient must submit these requests by **May 31, 2024**. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

The following types of requests require prior approval:

- Lift funding restriction
- Significant redirection of funds (i.e. cumulative changes of 25% of total award)
- Change in scope
- Implement a new activity or enter into a sub-award that is not specified in the approved budget
- Apply for supplemental funds
- Change in key personnel
- Extensions to period of performance

Templates for prior approval requests can be found at:

<https://www.cdc.gov/grants/already-have-grant/PriorApprovalRequests.html>

Additional information on the electronic grants administration system CDC non-research awards utilize, Grants Solutions, can be found at: <https://www.cdc.gov/grants/grantsolutions/index.html>

Key Personnel: In accordance with 45 CFR Part 75.308, CDC recipients must obtain prior approval from CDC for (1) change in the project director/principal investigator, business official, authorized organizational representative or other key persons specified in the NOFO, application or award document; and (2) the disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved Project Director or Principal Investigator.

PAYMENT INFORMATION

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the “**P Account**”. Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified on **page 2, item 34** of the Notice of Award must be known in order to draw down funds.

CDC Staff Contacts Information is listed on page 1 of the NoA

Grants Management Specialist: The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards.

Program/Project Officer: The PO is the federal official responsible for monitoring the programmatic, scientific, and/or technical aspects of grants and cooperative agreements, as well as contributing to the effort of the award under cooperative agreements.

Grants Management Officer: The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards. The GMO is the only official authorized to obligate federal funds and is responsible for signing the NoA, including revisions to the NoA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization.



Award# 5 NH25PS005225-02-00

FAIN# NH25PS005225

Federal Award Date: 08/22/2024

Recipient Information

1. Recipient Name

SFAF

2. Congressional District of Recipient

11

3. Payment System Identifier (ID)

4. Employer Identification Number (EIN)

942927405

5. Data Universal Numbering System (DUNS)

109280990

6. Recipient's Unique Entity Identifier (UEI)

7. Project Director or Principal Investigator

Mr. Jorge Roman

Director of Clinical Services

8. Authorized Official

Javier Saucedo

Director Program Strategy & Administration

Federal Agency Information

CDC Office of Financial Resources

9. Awarding Agency Contact Information

Mr. Ryan Springer

Grants Management Specialist (GMS)

10. Program Official Contact Information

Melissa Boyette

Program Officer

NCHHSTP

Federal Award Information

11. Award Number

5 NH25PS005225-02-00

12. Unique Federal Award Identification Number (FAIN)

NH25PS005225

13. Statutory Authority

This program is authorized under Sections 317 and 318 of the Public Health Service Act, as amended [42

U.S.C. Sections 247b and 247c]

14. Federal Award Project Title

SFAF - CDC Enhancing STI and Sexual Health Clinic Infrastructure (ESSHCI) PS-23-0011

15. Assistance Listing Number

93.977

16. Assistance Listing Program Title

Preventive Health Services_Sexually Transmitted Diseases Control Grants

17. Award Action Type

Non-Competing Continuation

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date 09/30/2024 - End Date 09/29/2025

20. Total Amount of Federal Funds Obligated by this Action \$200,000.00

20a. Direct Cost Amount \$200,000.00

20b. Indirect Cost Amount \$0.00

21. Authorized Carryover \$0.00

22. Offset \$0.00

23. Total Amount of Federal Funds Obligated this budget period \$0.00

24. Total Approved Cost Sharing or Matching, where applicable \$0.00

25. Total Federal and Non-Federal Approved this Budget Period \$200,000.00

26. Period of Performance Start Date 09/30/2023 - End Date 09/29/2028

27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance \$1,200,000.00

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Terrian Dixon

Grants Management Officer

30. Remarks

Non-Competing Continuation: Financial Assistance in the amount of \$200,000.00



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Notice of Award

Centers for Disease Control and Prevention

Award# 5 NH25PS005225-02-00

FAIN# NH25PS005225

Federal Award Date: 08/22/2024

Recipient Information**Recipient Name**

SFAF

[REDACTED]
[REDACTED]
[REDACTED]

Congressional District of Recipient

11

Payment Account Number and Type

1942927405A1

Employer Identification Number (EIN) Data

942927405

Universal Numbering System (DUNS)

109280990

Recipient's Unique Entity Identifier (UEI)

[REDACTED]

31. Assistance Type

Cooperative Agreement

32. Type of Award

Other

33. Approved Budget

(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$0.00
b. Fringe Benefits	\$0.00
c. Total Personnel Costs	\$0.00
d. Equipment	\$0.00
e. Supplies	\$0.00
f. Travel	\$0.00
g. Construction	\$0.00
h. Other	\$200,000.00
i. Contractual	\$0.00
j. TOTAL DIRECT COSTS	\$200,000.00
k. INDIRECT COSTS	\$0.00
l. TOTAL APPROVED BUDGET	\$200,000.00
m. Federal Share	\$200,000.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
3-9390F49	23NH25PS005225	PS	410Q	93.977	\$0.00	75-23-0950
4-9390F49	23NH25PS005225	PS	410Q	93.977	\$200,000.00	75-24-0950



Centers for Disease Control and Prevention

Award# 5 NH25PS005225-02-00

FAIN# NH25PS005225

Federal Award Date: 08/22/2024

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

SFAF

5 NH25PS005225-02-00

1. Terms & Conditions - NCC

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federal-regulations-policies/index.html>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number **CDC-RFA-PS-23-0011**, entitled **“Enhancing STI and Sexual Health Clinic Infrastructure (ESSHCI)”**, and application dated July 8, 2024, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Total Approved Funding is included in Summary Federal Award Financial Information on page 1 of the NOA. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

The federal award amount is subject to adjustment based on total allowable costs incurred and/or the value of any third-party in-kind contribution when applicable.

Note: Refer to the Payment Information section for Payment Management System (PMS) subaccount information.

This award has been fully funded for Budget Year 02.

Financial Assistance Mechanism: Cooperative Agreement

Budget Revision Requirement: By **October 30, 2024**, the recipient must submit a revised budget with a narrative justification. Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the CDC Staff Contacts section of this notice before the due date.

- Please adjust budget to reflect approved funding amount.

Technical Review: Within **5 days** of this Notice of Award's (NOA) issue date, the Technical Review will be accessible to the recipient in **GrantSolutions** → **Grant Notes**. Contact the assigned Program Officer indicated in the NOA with any questions regarding this document or any follow up requirements and timelines set forth therein.

Substantial Involvement by CDC: This is a cooperative agreement and CDC will have substantial programmatic involvement after the award is made. Substantial involvement is in addition to all post-award monitoring, technical assistance, and performance reviews undertaken in the normal course of stewardship of federal funds.

CDC program staff will assist, coordinate, or participate in carrying out effort under the award, and recipients agree to the responsibilities therein, as detailed in the NOFO.

- Making subject matter experts available, including scientific leadership, program planning, evaluation, and senior leadership to foster strategic discussions on the best approaches to achieve program goals,
- Conducting an in-person or virtual kick-off meeting with DSTDP leadership and staff at the beginning of the five-year period of performance,
- Sharing scientific and policy reports, research publications, education media campaign updates, and other work,
- Providing data and expert opinion to inform project activities,

- Providing guidance and set standards on data collection, use, and submission requirements,
- Coordinating to improve the quality and effectiveness of the proposed program, including revising the work plan, evaluation strategy, products and services, and other elements,
- Fostering ongoing opportunities for networking, communication, coordination, and collaboration,
- Monitoring program performance using multiple approaches, such as standardized review of performance, recipient feedback and other data reports, to support program development, implementation, evaluation, and improvement,
- Facilitating program collaboration with other CDC programs and HHS offices to enhance and improve integration of services, and
- Collecting and disseminating information, best practices, lessons learned, and evaluation results (e.g., through conferences, guidance, material development, webinars, data sharing publications, other social media, participation in meetings, committees, and working groups related to the cooperative agreement).

Program Income: Any program income generated under this grant or cooperative agreement will be used in accordance with the Addition alternative.

- **Addition alternative:** Under this alternative, program income is added to the funds committed to the project/program and is used to further eligible project/program objectives.

Note: The disposition of program income must have written prior approval from the GMO.

Indirect Costs:

Indirect costs are approved based on the negotiated indirect cost rate agreement dated August 4, 2023, which calculates indirect costs as follows, a Predetermined is approved at a rate of 35.00% of the base, which includes, direct salaries and wages excluding all fringe benefits. The effective dates of this indirect cost rate are from July 1, 2021 to June 30, 2025.

FUNDING RESTRICTIONS AND LIMITATIONS

Notice of Funding Opportunity (NOFO) Restrictions: Restrictions that must be considered while planning the programs and writing the budget are:

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of 49 or 74 legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- The direct and primary recipient in a cooperative agreement program must perform a

substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

- CDC funds may be used for laboratory costs to screen or monitor PrEP per CDC Guidelines for uninsured or underinsured people receiving PrEP in not-for-profit or governmental clinics.
- CDC funds may be used for mobile units and other novel engagement strategies.
- CDC funds cannot be used to cover the costs of antiretroviral medication, including PrEP.
- Federal funds used for the purchase of supplies or equipment related to injection drug use must comply with current federal law.
- Recipients may not use funds to purchase family planning medications.
- Recipients may use funds to screen, diagnose, or treat STIs in persons who are uninsured and underinsured.
- Funds cannot be used to purchase medication for treatment of hepatitis C.

REPORTING REQUIREMENTS

Performance Progress and Monitoring: Performance information collection initiated under this grant/cooperative agreement has been approved by the Office of Management and Budget under OMB Number 0920-1132, “Performance Progress and Monitoring Report,” 03/31/2026. The components of the PPMR are available for download at: <https://www.cdc.gov/grants/already-have-grant/Reporting.html>.

PROGRAM OR FUNDING GENERAL REQUIREMENTS

HIV Program Review Panel Requirement: All written materials, audiovisual materials, pictorials, questionnaires, survey instruments, websites, educational curricula, and other relevant program materials must be reviewed and approved by an established program review panel. A list of reviewed materials and approval dates must be submitted to the CDC Grants Management Specialist identified in the CDC Roles and Responsibilities section of this NoA.

Prior Approval: All requests, which require prior approval, must bear the signature of the authorized organization representative. The recipient must submit these requests by **May 31, 2025**. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

The following types of requests require prior approval:

- Lift funding restriction
- Significant redirection of funds (i.e., cumulative changes of 25% of total award)
- Change in scope
- Implement a new activity or enter into a sub-award that is not specified in the approved budget
- Apply for supplemental funds
- Change in key personnel
- Extensions to period of performance

Instructions for prior approval requests can be found at: [CDC Prior Approvals for Non-research Awards](#)

Additional information on the electronic grants administration system CDC non-research awards utilize, Grants Solutions, can be found at:
<https://www.cdc.gov/grants/grantsolutions/index.html>.

PAYMENT INFORMATION

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified beginning on the bottom of **Page 2** of the Notice of Award must be known in order to draw down funds.

CDC Staff Contacts Information is listed on page 1 of the NoA

Grants Management Specialist: The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards.

The GMS contact information is located on page 1, item #9.

Program/Project Officer: The PO is the federal official responsible for monitoring the programmatic, scientific, and/or technical aspects of grants and cooperative agreements, as well as contributing to the effort of the award under cooperative agreements.

The PO contact information is located on page 1, item #10.

Grants Management Officer: The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards. The GMO is the only official authorized to obligate federal funds and is responsible for signing the NoA, including revisions to the NoA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization.

From: Stephanie Rivera [REDACTED] >

Sent: Tuesday, April 22, 2025 10:20 AM

To: Ben Hice <[REDACTED]>; Peter Parisot [REDACTED] Tyler TerMeer
<ttermeer@sfaf.org>

Cc: Tracey Packer [REDACTED] Jason Bena <[REDACTED]> Jasmin Alvarez
[REDACTED]

Subject: RE: Grant Language received this morning

Dear Recipient:

This Centers for Disease Control and Prevention (CDC) award is funded in whole or in part with United States Government funds.

To implement the Executive Order entitled Defending Women From Gender Ideology Extremism And Restoring Biological Truth To The Federal Government (Defending Women From Gender Ideology Extremism And Restoring Biological Truth To The Federal Government – The White House), and in accordance with Office of Personnel Management’s Initial Guidance (Memorandum to Heads and Acting Heads of Departments and Agencies: Initial Guidance Regarding President Trump’s Executive Order Defending Women), you must immediately terminate, to the maximum extent, all programs, personnel, activities, or contracts promoting or inculcating gender ideology at every level and activity, regardless of your location or the citizenship of employees or contractors, that are supported with funds from this award. Any vestige, remnant, or re-named piece of any gender ideology programs funded by the U.S. government under this award are immediately, completely, and permanently terminated.

No additional costs must be incurred that would be used to support any gender ideology programs, personnel, or activities.

Any questions should be directed to [REDACTED]

From: Stephanie Rivera

Sent: Tuesday, April 22, 2025 10:17 AM

To: Ben Hice [REDACTED]; Peter Parisot [REDACTED]; Tyler TerMeer
<[REDACTED]>

Cc: Tracey Packer [REDACTED]; Jason Bena <[REDACTED]>

Subject: Grant Language received this morning

Dear Recipient:

This Centers for Disease Control and Prevention (CDC) award is funded in whole or in part with United States Government foreign assistance funds.

To implement Executive Orders entitled Ending Radical and Wasteful Government DEI Programs and Preferencing and Initial Rescissions of Harmful Executive Orders and Action, you must immediately terminate, to the maximum extent, all programs, personnel, activities, or contracts promoting “diversity, equity, and inclusion” (DEI) at every level and activity, regardless of your location or the citizenship of employees or contractors, that are supported with funds from this award. Any vestige, remnant, or re-named piece of any DEI programs funded by the U.S. government under this award are immediately, completely, and permanently terminated.

No additional costs must be incurred that would be used to support any DEI programs, personnel, or activities. If you are a global recipient and have previously received this notification regarding DEI activities, please follow those instructions accordingly