



Heluna Health
EMPOWERING POPULATION
HEALTH INITIATIVES SINCE 1969

13300 Crossroads Parkway North, Suite 450 | City of Industry, CA | 91746
Phone: 800.201.7320 | Fax: 562.205.2453 | www.helunahhealth.org

[SUBCONTRACT/SUBAWARD] AGREEMENT BETWEEN

HELUNA HEALTH

AND

CITY AND COUNTY OF SAN FRANCISCO

This [Subcontract/Subaward] Agreement (this "Agreement") is made and entered into as of _____ by and between PUBLIC HEALTH FOUNDATION ENTERPRISES, INC., DBA Heluna Health, a 501(c)(3) California nonprofit corporation (hereinafter referred to as "HELUNA HEALTH"), and the party identified in Section 1 below (hereinafter be referred to as "Subcontractor/Subawardee.")

RECITALS

- A. HELUNA HEALTH has been granted an award by California HIV/AIDS Research Program (the "Funding Agency"); under contract number H23PC6065; Federal Award Identification Number (FAIN) N/A; and Catalog of Federal Domestic Assistance (CFDA) number N/A under which HELUNA HEALTH and its subcontractors and subawardees will collaborate on the program.
- B. Subcontractor/Subawardee has expertise in the necessary area(s) which their expertise can assist HELUNA HEALTH to perform its obligations under the Funding Award Agreement; and
- C. HELUNA HEALTH desires to engage the services of Subcontractor/Subawardee to assist HELUNA HEALTH in the performance of certain of its obligations under the Funding Award Agreement as set forth herein.
- D. The Parties understand and agree that any funding amount above \$1,000,000, that constitutes revenue to the City requires formal approval by the San Francisco Board of Supervisors acting in its sole discretion under San Francisco Charter Section 9.118.

AGREEMENT

1. IDENTITIES OF PARTIES

SUBCONTRACTOR/SUBAWARDEE:

Legal Name of Subcontractor/Subawardee: City and County of San Francisco
DBA of Subcontractor/Subawardee: San Francisco Department of Public Health
Type of Entity: ☐ Sole Proprietorship; ☐ Partnership; ☐ Corporation;
☐ Limited Liability Company; ☒ Government

State of Organization (if an entity): California

Address: 101 Grove Street, Room 402

City/State/Zip: San Francisco, CA 94102

Business Telephone: [REDACTED]

Social Security or Employer Identification Number: 94-6000417

License Number and Expiration Date, if any: N/A

Email Address: [REDACTED]

Name of Principal Investigator/Project Coordinator: Albert Liu

Phone Number of Principal Investigator/Project Coordinator: [REDACTED]

Is Subcontractor/Subawardee required to file a Single Audit with the Federal Government? (Required for parties who receive Federal funds in the aggregate amount of \$750,000 or more):

[X] Yes [] No

If yes, has Subcontractor/Subawardee filed the required Single Audit? [X] Yes [] No
(If yes, submit copy to HELUNA HEALTH prior to signing this Agreement)

HELUNA HEALTH:

Heluna Health

Address and Phone #: 13300 Crossroads Parkway North, Suite 450, City of Industry, CA, 91746-3505; [REDACTED]

Program Name: HOPE: A Status-Neutral Mobile Unit for African Americans Experiencing Homelessness in Alameda County

Program/CID #: 1039.0102

Project Director Name: Albert Liu

Project Director Phone #: [REDACTED]

Project Director Email Address: [REDACTED]

Contracts Manager Name: [REDACTED]

Contracts Manager Email Address: [REDACTED]

2. SCOPE OF SERVICES

(a) Services. Subcontractor/Subawardee shall perform the services, duties and obligations set forth in the Statement of Work ("SOW") attached as Exhibit A hereto, which is made a part hereof and incorporated herein by reference (the "Services"). The Services relate Exhibit C, if attached hereto. Subcontractor/Subawardee shall perform the Services in accordance with the specifications, timetables and requirements set forth in the SOW and this Agreement. HELUNA HEALTH may, in its discretion, provide to Subcontractor/Subawardee a copy of the Funding Award Agreement or the relevant sections thereof. If Subcontractor/Subawardee is provided with a copy of the Funding Award Agreement or the relevant sections thereof, Subcontractor/Subawardee shall carefully review them and shall

perform the Services in accordance with the specifications, timetables and requirements set forth therein.

(b) Location(s) of Services. Subcontractor/Subawardee shall perform the Services at the following location(s):

101 Grove Street, Room 402
San Francisco, CA 94102

(c) Subcontractor/Subawardee Principal Investigator/Project Coordinator. Subcontractor/Subawardee shall appoint the Principal Investigator/Project Coordinator (the "PI") identified above to be primary point of contact with HELUNA HEALTH with respect to the Services and to have primary responsibility within Subcontractor's/Subawardee's organization for the performance of the (technical or programmatic) aspects of the Services. Subcontractor/Subawardee shall not replace or reassign the PI without HELUNA HEALTH's prior written approval.

(d) HELUNA HEALTH Project Director. The HELUNA HEALTH Project Director identified above shall be primarily responsible on behalf of HELUNA HEALTH for the overall direction of the Services, including review and approval of Subcontractor's/Subawardee's performance of the Services. HELUNA HEALTH will notify Subcontractor/Subawardee if HELUNA HEALTH replaces or reassigns such Project Director.

(e) Performance Reporting. If requested by HELUNA HEALTH or the Funding Agency, Subcontractor/Subawardee shall submit a final technical or performance report, annual performance report, and quarterly performance reports. The final report shall be due 30 days after expiration or termination of this Agreement; annual reports and quarterly reports shall be due 30 days after the reporting period. Subcontractor/Subawardee shall also provide any other reports as may be requested by HELUNA HEALTH. Performance reports shall include a comparison of actual accomplishments with goals and objectives established for the period, findings of the PI, or both, as requested by HELUNA HEALTH. Where possible, quantitative output data should be related to cost data for computation of unit costs. Other pertinent information will include, when appropriate, the reasons why established goals were not met and an analysis. Subcontractor/Subawardee shall immediately notify HELUNA HEALTH of developments that have a significant impact on the performance of the Services hereunder and of any problems, delays, or adverse conditions that materially impair its ability to meet the objectives of the Services, including providing a statement of the action taken or contemplated and any assistance needed to resolve the situation.

3. COMPLIANCE WITH FUNDINGAWARD AGREEMENT AND LAWS AND REGULATIONS; FLOW DOWN PROVISIONS

(a) Compliance with Funding Contract. Subcontractor/Subawardee shall comply with, and shall ensure that all of its personnel and lower-tier subcontractors comply with, all of

the rules, requirements and restrictions set forth in the Funding Award Agreement, if attached hereto as Exhibit C, that are applicable to Subcontractor/Subawardee and Subcontractor's/Subawardee's activities.

(b) Flow Down Provisions. Without limiting the generality of Section 3(a) above, Subcontractor/Subawardee shall comply with, and shall ensure that all of its personnel and lower-tier subcontractors comply with, all of the flow-down provisions of the Funding Award Agreement applicable to Subcontractor/Subawardee, if attached as Exhibit C (the "Flow Down Provisions"). Subcontractor/Subawardee represents and warrants that it has carefully reviewed all of the Flow Down Provisions, if attached as Exhibit C, and is able to comply with all of the Flow Down Provisions. In the event that the requirements set forth in the Flow Down Provisions are greater than the requirements set forth in this Agreement, or in the event of any conflict between the provisions of this Agreement and the Flow Down Provisions, the Flow Down Provisions shall control and Subcontractor/Subawardee shall comply with the requirements set forth in the Flow Down Provisions in accordance with Section 2(a).

(c) Laws and Regulations. Subcontractor/Subawardee shall also comply with all state and federal statutes and regulations applicable to Subcontractor/Subawardee, the Services or the Funding Award Agreement, in performing its obligations under this Agreement. Without limiting the generality of the foregoing, Subcontractor shall:

(i) unless exempt, comply with the requirements under 45 CFR Part 74, and the Public Health Service Grants Policy Statement;

(ii) unless exempt, comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemental in Dept. of Labor regulations (41 CFR Part 60);

(iii) comply with (and not violate) all statutes, laws, rules and regulations relating to non-discrimination against any employees or applicants for employment, including, without limitation, Title VII of the Civil Rights Act of 1964, The Americans with Disabilities Act Amendments Act of 2008, and the California Fair Employment and Housing Act (if Subcontractor/Subawardee is located within California), and shall take affirmative action to ensure that all employment related decisions are made in conformance with all such statutes, laws, rules and regulations; and

(iv) unless it is exempt from doing so, comply with 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, and Ineligibility, Voluntary Exclusion-Lower Tier Covered Transactions.

(d) HIPAA Business Associate Agreement. If the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") is applicable to the Services, Subcontractor/Subawardee shall execute and deliver HELUNA HEALTH's standard Business Associate Agreement as required by HIPAA.

(e) Lower-tier Subcontractors/Subawardees. Subcontractor/Subawardee shall incorporate all of the terms and conditions of this Agreement into all lower-tier subcontracts that Subcontractor/Subawardee may enter into in connection with this Agreement, and shall ensure that all such lower-tier subcontractors/subawardees and their personnel comply with all of the requirements of this Agreement applicable to Subcontractor/Subawardee, and all of the rules, requirements and restrictions set forth in the Funding Award Agreement, if attached as Exhibit C, including the Flow Down Provisions, that are applicable to such lower-tier subcontractors'/subawardees' activities.

4. PAYMENT FOR SERVICES

(a) Budget. The total compensation and reimbursements payable to Subcontractor/Subawardee hereunder shall be as set forth in the detailed budget for the Services attached hereto as Exhibit B (the "Budget"), which is made a part hereof and incorporated herein by reference. The maximum amount payable to Subcontractor/Subawardee hereunder shall not exceed the maximum amount set forth in the Budget.

(b) Must Stay Within Budget Time Periods. Subcontractor/Subawardee shall be compensated only for Services actually performed by Subcontractor/Subawardee and within the appropriate time period set forth in the Budget.

(c) Approval of Services by HELUNA HEALTH. All Services must be completed to the satisfaction of HELUNA HEALTH in order to be entitled to payment hereunder.

(d) Funds Available to HELUNA HEALTH. HELUNA HEALTH shall not be obligated to make payment under this Agreement unless the corresponding funds are disbursed to HELUNA HEALTH under the Funding Award Agreement.

(e) Billing of Expenses and Costs. All expenses and costs shall be billed in accordance with the approved budget. Expenses incurred after the expiration or termination of this Agreement shall be disallowed. Subcontractor/Subawardee shall submit its final invoice no later than 30 days after the date of expiration of the term or termination of this Agreement.

(f) Budget Modifications. The Budget may be modified only by written agreement of HELUNA HEALTH and Subcontractor/Subawardee and the prior written approval of the Funding Agency.

5. INVOICING PROCEDURES

(a) Approval by Funding Agency. If required under the Funding Award Agreement, attached hereto as Exhibit C, Subcontractor/Subawardee must first submit all timesheets and invoices to the Funding Agency for approval by the Funding Agency. After the Funding Agency

has approved a timesheet and invoice submitted by Subcontractor/Subawardee, Subcontractor/Subawardee shall submit the same to HELUNA HEALTH.

(b) Address for Invoices. Subcontractor/Subawardee shall send all timesheets and invoices to the attention of the HELUNA HEALTH Project Director at the address set forth in Section 1 above.

(c) Invoicing Period. All invoices shall be submitted not more frequently than monthly, in arrears and must be submitted to HELUNA HEALTH within 30 days after the end of the applicable month or within 15 days after approval by the Funding Agency (if applicable), whichever is later. All final invoices must be received within 30 days of the expiration or termination of this Agreement or within such earlier time period as HELUNA HEALTH may require. If any invoices are not submitted within such time periods, Subcontractor/Subawardee waives (in HELUNA HEALTH's discretion) all rights to payment under such invoices.

(d) Formatting and Requirements of Invoices. All invoices shall be submitted in the form attached hereto as Exhibit D, as it may be modified by HELUNA HEALTH from time to time.

6. TERM AND TERMINATION

(a) Term. Unless earlier terminated as provided herein, the term of this Agreement shall be from February 1, 2024 to January 31, 2025 (the "Term").

(b) Termination Without Cause. Reserved.

(c) Termination for Cause. With reasonable cause, either party may terminate this Agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

i. A material violation or breach of this Agreement by the other party which is not cured within 15 days after written notice from the terminating party;

ii. Any act of the other party that exposes the terminating party to liability to others for personal injury or property damage or any other harm, damage or injury; or

iii. If either party receives notice from the Funding Agency of the cancellation or termination of, or reduction of funding under, the Funding Award Agreement affecting the Services.

(d) Termination for Lack of Funding. HELUNA HEALTH may terminate this Agreement if for any reason the funding available under the Funding Award Agreement is withdrawn, limited, or impaired.

(e) Cessation Upon Termination. On the effective date of termination, Subcontractor/Subawardee shall cease all further Services under this Agreement, and Subcontractor/Subawardee shall cancel as many outstanding obligations as possible and not incur any additional obligations.

(f) Payment After Termination. Subject to the terms and conditions set forth in this Agreement, upon termination of this Agreement, provided, that HELUNA HEALTH has received the corresponding funds from the Funding Agency under the Funding Award Agreement , HELUNA HEALTH shall pay for any reasonable non-cancellable obligations properly incurred by Subcontractor/Subawardee under this Agreement and in accordance with the Budget prior to termination, and shall pay any amounts due to Subcontractor/Subawardee and properly invoiced under this Agreement for Services performed prior to termination; provided, that if HELUNA HEALTH has terminated this Agreement for reasonable cause under Section 6(c) above, then HELUNA HEALTH shall have the right to offset and deduct from any payments due to Subcontractor/Subawardee hereunder any damages or losses incurred by HELUNA HEALTH as a result of such violation or breach.

(g) Return of Materials. Reserved.

(h) Surviving Provisions. The provisions of Sections 7 through 16, and any other sections that by their nature should or are intended to survive the expiration or termination of this Agreement shall survive and the parties shall continue to comply with the provisions of this Agreement that survive.

7. REPRESENTATIONS AND WARRANTIES. Subcontractor/Subawardee represents, warrants and covenants to HELUNA HEALTH as follows:

(a) Licenses and Permits. Subcontractor/Subawardee maintains and shall maintain during all relevant times under this Agreement all applicable federal, state and local business and other licenses, including any professional licenses or certificates, industrial permits and/or licenses, industry specific licenses, licenses required by the state(s) and/or locality(s) in which it does business, fictitious business names, federal tax identification numbers, insurance, and anything else required of Subcontractor/Subawardee as a business operator.

(b) Qualifications and Performance. Subcontractor/Subawardee (i) has the experience and skill to perform the Services hereunder, (ii) shall perform the Services in a good and workman like manner and in accordance with generally accepted professional standards and in an expeditious and economical manner consistent with sound professional practices, and (iii) is adequately financed to meet any financial obligation it may be required to incur hereunder.

(c) Not Debarred. Neither Subcontractor/Subawardee nor its principals or personnel are presently, nor will any of them be during the term of this Agreement, debarred, suspended,

proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or funding agency.

8. INDEPENDENT CONTRACTOR STATUS

(a) Independent Contractor. Nothing in this Agreement is intended to place the parties in the relationship of employer-employee, partners, joint venturors, or in anything other than an independent contractor relationship. It is the parties' intention that Subcontractor/Subawardee shall be an independent contractor and not HELUNA HEALTH's employee or agent, and in conformity therewith, that Subcontractor/Subawardee shall retain sole and absolute discretion and judgment in the manner and means of carrying out Subcontractor/Subawardee's Services hereunder. Subcontractor/Subawardee is under the control of HELUNA HEALTH as to the results of Subcontractor/Subawardee's Services only, and not as to the means by which such results are accomplished.

(b) No Power to Bind HELUNA HEALTH. Without limiting the generality of the foregoing paragraph, this Agreement does not designate Subcontractor/Subawardee as the agent or legal representative of HELUNA HEALTH for any purpose whatsoever. Subcontractor/Subawardee is not granted any right or authority to assume or create any obligation or responsibility, or to make any promise or commitment regarding any work, on behalf of or in the name of HELUNA HEALTH or to bind it in any manner, or to make any contract or agreement on behalf of or in the name of HELUNA HEALTH, without the prior written consent from HELUNA HEALTH management. No sales, invoices nor orders for goods or services shall be valid and binding upon HELUNA HEALTH (whether as the provider or the recipient) unless and until accepted by HELUNA HEALTH, at its sole and absolute discretion, through its established channels. HELUNA HEALTH shall not be liable for any obligation incurred by Subcontractor/Subawardee.

(c) No Withholding. Except for tax withholdings that are required by law, neither federal, nor state, nor local income tax nor payroll taxes of any kind shall be withheld or paid by HELUNA HEALTH on behalf of Subcontractor/Subawardee or the employees of Subcontractor/Subawardee. Subcontractor/Subawardee and its personnel shall not be treated as employees or HELUNA HEALTH with respect to the Services performed hereunder for federal or state tax purposes or for any other purposes.

(d) No Employee Benefits. Neither Subcontractor/Subawardee nor its personnel shall be eligible for, and shall not participate in, any of HELUNA HEALTH's retirement, health, or other fringe benefit plans.

(e) Workers' Compensation. No workers' compensation insurance shall be obtained by HELUNA HEALTH concerning Subcontractor/Subawardee or Subcontractor's/Subawardee's personnel. Subcontractor/Subawardee shall comply with all workers' compensation laws concerning Subcontractor/Subawardee and its personnel.

(f) Taxes. Subcontractor/Subawardee understands that Subcontractor/Subawardee is responsible to pay, according to law, Subcontractor's/Subawardee's income taxes. If Subcontractor/Subawardee is not an entity, Subcontractor/Subawardee further understands that Subcontractor/Subawardee may be liable for self-employment (social security) tax, to be paid by Subcontractor/Subawardee according to law. Subcontractor/Subawardee shall be solely responsible for the payment of all federal, state and local income taxes, social security taxes, federal and state unemployment insurance and similar taxes and all other assessments, taxes, contributions or sums payable with respect to Subcontractor/Subawardee or its employees as a result of or in connection with the Services performed by Subcontractor/Subawardee hereunder. Subcontractor/Subawardee represents and warrants and covenants that it shall report all income earned as a result of this Agreement and pay all federal, state and local income and self-employment taxes and other assessments required to be paid under applicable law. Subcontractor/Subawardee agrees to defend, indemnify and hold HELUNA HEALTH harmless from any and all claims made by federal, state and local taxing authorities on account of Subcontractor's/Subawardee's failure to pay any such federal, state or local income and self-employment taxes or other assessments due as a result of Subcontractor's/Subawardee's Services hereunder.

(g) Sub-Tier Subcontractors/Subawardees. Subcontractor/Subawardee shall have control over the manner and means of Subcontractor/Subawardee's performance under this Agreement. However, HELUNA HEALTH is engaging Subcontractor/Subawardee for Subcontractor's/Subawardee's unique skills, knowledge, abilities and other attributes. Any lower-tier subcontractors/subawardees who are approved by HELUNA HEALTH must execute all agreements and documents required by HELUNA HEALTH prior to performing any work. Subcontractor/Subawardee shall ensure that all lower-tier subcontractors/subawardees comply with all of the terms and provisions of this Agreement and shall be responsible and liable for all acts and omissions of all lower-tier subcontractors/subawardees as if they were the acts or omissions of Subcontractor/Subawardee.

9. OWNERSHIP OF WORK PRODUCT

(a) Ownership of Work Product. Subcontractor/Subawardee owns all work product developed under this Agreement.

(b) No Infringement. Subcontractor/Subawardee represents and warrants that any Work Product developed by Subcontractor/Subawardee and shall not infringe or violate any patents, copyrights, trademarks, trade secrets or other proprietary rights of any third party.

(c) No Harmful Code. With respect to the website and any computer programs or software code ("Software") included in the Services hereunder, Subcontractor/Subawardee represents and warrants that: (i) the Software and its media shall contain no computer instructions or inappropriate functions whose purpose or result is to disrupt, damage or interfere with HELUNA HEALTH's or its affiliates' or their customers' use of or access to the Software or any of their data, programs or computer or telecommunications facilities and (ii)

unless expressly authorized in writing by HELUNA HEALTH, such Software shall not contain any mechanism which electronically notifies Subcontractor/Subawardee of any fact or event, nor contain any key, node lock, time-out, logic bomb or other function, implemented by any means, which may restrict HELUNA HEALTH's or its affiliates' or customers' use of or access to the Software or any other programs, data or equipment.

10. PUBLICATIONS

(a) Right to Publish Works. Subcontractor/Subawardee may, with HELUNA HEALTH's and the Funding Agency's prior written consent, publish articles written by Subcontractor/Subawardee in connection with the Services performed by Subcontractor/Subawardee hereunder. Subcontractor/Subawardee shall submit all such articles for review by HELUNA HEALTH and the Funding Agency at least 60 days prior to the proposed publication date.

(b) Acknowledgment in Publications. On any publication approved by HELUNA HEALTH and the Funding Agency as described above, Subcontractor/Subawardee shall place an acknowledgment of federal government support, and shall include a disclaimer, as appropriate, as follows: "The contents of this publication are solely the responsibility of the authors and do not necessarily represent the official views of Heluna Health. or **[Name of Funding Agency]**".

(c) Use of HELUNA HEALTH's or Funding Agency's Name. Subcontractor/Subawardee shall not use in any manner HELUNA HEALTH's name, logo or trademarks without HELUNA HEALTH's prior written consent. Subcontractor/Subawardee shall not use in any manner the Funding Agency's name, logo or trademarks without the Funding Agency's prior written consent.

11. INDEMNIFICATION

HELUNA HEALTH hereby agrees to indemnify, hold harmless and defend Subcontractor/Subawardee, its officers, directors, agents, contractors and employees from any and all claims, causes of action, costs, demands, expenses (including attorney's fees and costs), losses, damages, injuries, and liabilities arising from (i) any accident, death, or injury whatsoever or however caused to any person or property arising out of the intentional action or negligence of HELUNA HEALTH, (ii) HELUNA HEALTH's violation of any federal, state or local law or regulation or (iii) the breach by HELUNA HEALTH of any its representations, warranties or agreements under this Agreement.

12. INSURANCE

Subcontractor/Subawardee shall, unless otherwise agreed in writing by HELUNA HEALTH, maintain: (i) Workers' Compensation insurance, (ii) Professional Liability Insurance and Commercial General Liability Insurance (including broad form contractual and automobile liability coverage), with minimum limits of ONE MILLION DOLLARS (\$1,000,000) combined single

limit per occurrence, and (iii) Automobile Liability on each automobile owned by him/her/it or his/her/its agents, subcontractors/subawardees or employees, which is used at any time to carry out Subcontractor's/Subawardee's duties hereunder, with minimum limits of \$100,000 per person and \$300,000 per occurrence for bodily injury. If higher or additional coverages are required under the Flow Down Provisions, attached as Exhibit C, Subcontractor/Subawardee shall procure such coverages. A program of self-insurance is acceptable.

13. CONFIDENTIALITY

(a) Sunshine Ordinance. HELUNA HEALTH acknowledges that this Agreement and all records related to its formation, and the performance of Services, and HELUNA HEALTH's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

(b) Confidential Information. Confidential Information includes, but is not limited to, the identity of actual and potential clients of HELUNA HEALTH, client lists, particular needs of each client, the manner in which business is conducted with each client, addresses, telephone numbers, and specific characteristics of clients; Subcontractor/Subawardee shall not disclose in any manner whatsoever any of the aforesaid Confidential Information, directly or indirectly, or use it in any way whatsoever, either during this Agreement or at any time thereafter, except as required in the course of Subcontractor's/Subawardee's work with HELUNA HEALTH or except as otherwise provided in this Agreement or permitted by law. Further, Subcontractor/Subawardee shall develop and maintain procedures and take other reasonable steps in furtherance of HELUNA HEALTH's desire to maintain the confidentiality of its Confidential Information.

(c) Funding Agency Confidentiality. Subcontractor/Subawardee shall also comply with all confidentiality obligations imposed by the Funding Agency in the Funding Award Agreement, if attached as Exhibit C.

14. RECORD RETENTION AND ACCESS TO RECORDS

Subcontractor/Subawardee shall grant to HELUNA HEALTH, the Funding Agency and the U.S. Comptroller General and their respective authorized representatives upon demand, access to any books, documents, papers and records of Subcontractor/Subawardee relating to this Agreement or the Services for audit, examination, excerpt and transcription. Subcontractor/Subawardee shall retain all such records for seven (7) years (or longer if required under HELUNA HEALTH's record retention policy, under the Funding Award Agreement or by law, including under Circular A-110, Subpart C, Post-Award Requirements and FAR Subpart 4.7 Contractor Records Retention - 4.703 Policy) after final payment is made under this Agreement and all pending matters are closed, unless extended by an audit, litigation, or other action involving the records, whichever is later.

15. GENERAL TERMS

(a) Amendments. Amendments to this Agreement shall be in writing, signed by the party to be obligated by such amendment and attached to this Agreement.

(b) Governing Law; Venue. This Agreement shall be interpreted, construed and governed by, in accordance with and consistent with the laws of the State of California with venue in San Francisco.

(c) Equitable Relief. In light of the irreparable harm to HELUNA HEALTH that a breach by Subcontractor/Subawardee of Sections 9, 10, 13 and 14 of this Agreement would cause, in addition to other remedies set forth in this Agreement and other relief for violations of this Agreement, HELUNA HEALTH shall be entitled to enjoin Subcontractor/Subawardee from any breach or threatened breach of such Sections, to the extent permitted by law and without bond.

(d) Binding Agreement. All terms, conditions and covenants to be observed and performed by the parties hereto shall be applicable to and binding upon their respective agents, employees, heirs, executors, administrators, affiliates, subsidiaries, associates, employees, successors and assigns.

(e) Captions. All captions (section headings) set forth herein are inserted only as a matter of convenience and for reference, and shall not affect the interpretation of this Agreement.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same document.

(g) Additional Documents. The parties hereto each agree that they shall execute and, if appropriate, acknowledge any and all additional and other documents, instruments and writings which may be reasonably requested by the other party in order to fully carry out the intent and purpose of this Agreement.

(h) Entire Agreement. This Agreement, and all documents referred to in it, or incorporated in it, is an integrated document containing and expressing all terms, covenants, conditions, warranties and agreements of the parties relating to the subject matter hereof. No other or prior agreements or understandings, written or oral, pertaining to the same shall be valid or of any force or effect.

(i) Facsimile or Email Transmissions. A facsimile transmission or transmission by Email of the executed signature page of this Agreement shall be accepted as, relied upon as, and deemed to be, an original.

(j) Fair Interpretation. The language appearing in all parts of this Agreement shall be construed, in all cases, according to its fair meaning in the English language, and not strictly construed for or against any party hereto. This Agreement has been prepared jointly by the parties hereto after arm's length negotiations and any uncertainty or ambiguity contained in this Agreement, if any, shall not be interpreted or construed against any party, but according to its fair meaning applying the applicable rules of interpretation and construction of contracts.

(k) No Waiver. No failure or delay by any party in exercising a right, power or remedy under the Agreement shall operate as a waiver of any such right or other right, power or remedy. No waiver of, or acquiescence in, any breach or default of any one or more of the terms, provisions or conditions contained in this Agreement shall be deemed to imply or constitute a waiver of any other or succeeding or repeated breach or default hereunder. The consent or approval by any party hereto to or of any act of the other party hereto requiring further consent or approval shall not be deemed to waive or render unnecessary any consent or approval to or of any subsequent similar acts.

(l) Notices. Any notice, demand, consent or other communication required or permitted to be given hereunder shall be made in the English language and shall be so given by personal delivery, by (i) registered or certified (return receipt) or First Class United States Postal Service mail, postage pre-paid, or (ii) recognized overnight national courier service, or (iii) facsimile transmission confirmed by letter sent by First Class United States Postal Service mail, postage pre-paid, or (iv) by email confirmed by letter sent by First Class United States Postal Service mail, postage pre-paid, addressed to the recipient of such notice at the following address or facsimile number, as the case may be, or any other address or facsimile number or email address provided by a party in the manner described hereinabove:

In the case of HELUNA HEALTH, addressed to:

Heluna Health
13300 Crossroads Parkway North, Suite 450
City of Industry, CA 91746-3505
Attention: Adam Abate
Facsimile: [REDACTED]
Email: [REDACTED]

In the case of Subcontractor, addressed to:

San Francisco Department of Public Health
1380 Howard Street
San Francisco, CA 94103
Attention: Sajid Shaikh
Facsimile: [REDACTED]
Email: [REDACTED]

And

San Francisco Department of Public Health
101 Grove Street, Room 410
San Francisco, CA 94102
Attention: Contract Analyst
Facsimile: [REDACTED]
Email: [REDACTED]

Any such notice shall be deemed to have been received by the addressee, and service thereof shall be deemed effective, five (5) days following deposit thereof with the United States Postal Service, or upon actual receipt, whichever first occurs, unless the address for delivery is not within one of the United States or its territories or possessions, in which case service shall be effective seven (7) days following deposit, or upon actual receipt, whichever first occurs.

(m) Remedies Non-Exclusive. Except where otherwise expressly set forth herein, all remedies provided by this Agreement shall be deemed to be cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the respective parties at law or in equity.

(n) Severability. If any term, provision, condition or other portion of this Agreement is determined to be invalid, void or unenforceable by a forum of competent jurisdiction, the same shall not affect any other term, provision, condition or other portion hereof, and the remainder of this Agreement shall remain in full force and effect, as if such invalid, void or unenforceable term, provision, condition or other portion of this Agreement did not appear herein.

(o) Limitation of Liability. EXCEPT FOR A BREACH OF SECTIONS 9 AND 13 ABOVE AND EXCEPT TO THE EXTENT INCLUDED IN A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11 ABOVE, IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(p) Non-Assignability. None of the parties shall assign, transfer, sell, encumber, hypothecate, alienate or otherwise dispose of this Agreement, or any right, title or interest to or in this Agreement, nor shall a party delegate any duty or obligation to be performed hereunder, without the express written consent of the other party having been first obtained, except that any party may assign this Agreement without the consent of the other party in the case of a reorganization, merger, consolidation, or sale of all or substantially all of its assets so long as the assignee expressly assumes all of the obligations of the assignor under this Agreement. Notwithstanding the foregoing, HELUNA HEALTH may assign this Agreement to an

affiliate of HELUNA HEALTH without the consent of the other party. Any attempt to assign this Agreement other than as permitted above shall be null and void.

(q) Signing Person. The individuals signing this Agreement on behalf of an entity represents and warrants that he/she has authority to bind such entity to this Agreement.

[Signatures follow on next page]

The undersigned have caused this Subcontract/Subaward Agreement to be executed as of the date first set forth above:

HELUNA HEALTH

By: _____
Rochelle McLaurin
Director, Contract and Grant Management

Date: _____

THE CITY AND COUNTY OF SAN FRANCISCO

By: _____
Grant Colfax, MD
Director of Health
Department of Public Health

Date: _____

Approved as to Form

David Chiu
City Attorney

By: _____
Henry Lifton
Deputy City Attorney

Date: _____

Exhibits

Exhibit A: Scope of Work (SOW)
Exhibit B: Budget
Exhibit C: Flow Down Provisions
Exhibit D: Form of Invoice
Exhibit E: Certificate of Self Insurance

EXHIBIT A
TO SUBCONTRACT/SUBAWARD AGREEMENT

SCOPE OF WORK (SOW)

Albert Liu, MD, MPH (Academic Principal Investigator): salary requested at 1.80 calendar months years 1-4. As PI, Dr. Liu will be responsible for leading the overall scientific, operational, and administrative aspects of the study.

Hyman Scott, MD, MPH (Co-Investigator): salary requested at 0.60 calendar months for years 1-4. Dr. Scott will work with Dr. Wilson to prepare the Bridge HIV mobile van for delivery of HIV status neutral services and STI and hepatitis C care.

**EXHIBIT B
TO SUBCONTRACT/SUBAWARD AGREEMENT
BUDGET**

DETAILED BUDGET FOR INITIAL BUDGET PERIOD						FROM	THROUGH	
DIRECT COSTS ONLY						02/01/24	01/31/25	
<small>List PERSONNEL (Applicant organization only)</small>								
<small>Use Cal, Acad, or Summer to Enter Months Devoted to Project</small>								
<small>Enter Dollar Amounts Requested (omit cents) for Salary Requested and Fringe Benefits</small>								
NAME	ROLE ON PROJECT	Cal. Mnths	Acad. Mnths	Summer Mnths	INST. BASE SALARY	SALARY REQUESTED	FRINGE BENEFITS	TOTAL
Scott, Hyman	Research Scientist	0.60			221,900	11,095	3,828	14,923
Albert Liu	PI	1.80			221,900	33,285	11,464	44,749
						0	0	0
SUBTOTALS						44,380	15,292	59,672
CONSULTANT COSTS								
0								
EQUIPMENT (Itemize)								
0								
SUPPLIES (Itemize by category)								
0								
TRAVEL								
0								
INPATIENT CARE COSTS								
0								
OUTPATIENT CARE COSTS								
0								
ALTERATIONS AND RENOVATIONS (Itemize by category)								
0								
OTHER EXPENSES (Itemize by category)								
0								
CONSORTIUM/CONTRACTUAL COSTS								
0								
SUBTOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD (Item 7a, Face Page)						DIRECT COSTS		59,672
CONSORTIUM/CONTRACTUAL COSTS						24.73% FACILITIES AND ADMINISTRATIVE COSTS		14,760
TOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD								74,432

Total budget not to exceed \$74,432.

EXHIBIT C
TO SUBCONTRACT/SUBAWARD AGREEMENT
FLOW DOWN PROVISIONS

Refer to the following pages.

CALIFORNIA HIV-AIDS RESEARCH PROGRAM

1. This Agreement is entered into between The Regents of the University of California, Office of The President (hereinafter called "The Regents" or "UCOP") and the **Heluna Health** (hereinafter called "Recipient").

2. The term of this Agreement is 2/1/2023 through 1/31/2027.

3. The total amount provided through this Agreement is **\$865,438** consisting of:

- > \$219,695 for Year 1.
- > \$213,332 for Year 2.
- > \$212,213 for Year 3.
- > \$220,198 for Year 4.

Payments subject to Article IV of the CHRP General Terms and Conditions

4. The Principal Investigator is: **Albert Liu**.

5. Recipient agrees to comply with the terms and conditions itemized in this Agreement. In the performance of the project, Recipient shall comply with all applicable laws and regulations relating to privacy or data protection, including, but not limited to international privacy laws, as may be applicable to the project. In addition, the items shown with an asterisk (*) below are hereby incorporated by reference and made part of this Agreement as if attached hereto.

***Statement of Work** -- Recipient shall conduct tobacco-related diseases research in accordance with its proposal entitled "**HOPE: A Status-Neutral Mobile Unit for African Americans Experiencing Homelessness in Alameda County**," which is incorporated herein by reference.

Approved Budget (also attached at Exhibit A.)

Forms, deliverables schedules, and RGPO Grant Administration Manual can be found at <https://www.ucop.edu/research-grants-program/grant-administration/index.html>.

6. The Regents Contact Information: For all Program and Other Matters please contact Research Grants Program Office (RGPO) Contracts & Grants Unit at **rgpogrants@ucop.edu** or call 510-987-9386.

7. Recipient Contact Information

Program Matters:

Name **Albert Liu**

Phone **[REDACTED]** Email **[REDACTED]**

Fiscal Matters:

Name **Tyler Norgord**

Phone **[REDACTED]** Email **[REDACTED]**

Contractual Matters:

Name **Adam Abate**

Phone **[REDACTED]** Email **[REDACTED]**

Address to which checks should be mailed:

Name **Public Health Foundation Enterprises, Inc. dba Heluna Health**

Address **13300 Crossroads Pkwy N, Suite 450**

Phone **City of Industry, CA 91746** Email **n/a**

PLEASE INSERT RECIPIENT'S FEDERAL IDENTIFICATION NO.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto:

For Heluna Health (Recipient Authorized Signature):

Signature: **Peter Dale**

Date: **5/8/2023**

Name: **Peter Dale**

Title: **Chief Program Officer**

For The Regents of the University of California, Office of the President:

Signature: **Kathleen Erwin**, **Executive Director**

Date: **5/9/2023**

Research Grants Program Office
UC Office of the President

CHRP TERMS AND CONDITIONS

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA CALIFORNIA HIV-AIDS RESEARCH PROGRAM

1. TECHNICAL DIRECTION

The performance of the work shall be under the direction of the Principal Investigator named on the Agreement signature page. See the RGPO Grant Administration Manual, which can be found at <https://www.ucop.edu/research-grants-program/grant-administration/index.html> for specific minimum percent effort and other requirements and actions requiring prior approval.

2. BUDGET AND EXPENDITURES

- A. Expenditures shall be in accordance with the approved budgets, attached hereto as Exhibit A, and the rules and regulations detailed in the RGPO Grant Administration Manual. Rebudgeting actions must be consistent with the provisions described in the RGPO Grant Administration Manual.
- B. It is not permissible to reallocate funds from direct costs to cover any increases to the indirect cost rates approved by CHRP at the outset of an award. Any savings generated by reductions in Recipient's institutional rates, or by rebudgeting items from an overhead bearing category to a non-overhead bearing category, shall be returned to CHRP. Recipient shall annually provide to CHRP a copy of Recipient's current, federally approved indirect cost rate agreement (or appropriate documentation of an alternative rate if Recipient does not have a federal agreement).

3. FISCAL AND ADMINISTRATIVE STANDARDS

Allowable costs and administration shall be governed by standards as set forth in this Agreement, the RGPO Grant Administration Manual and the Office of Management and Budget Federal Uniform Guidance as applicable. (Note: Although funds used to support this Agreement are non-federal, reference to the OMB is included here to take advantage of established institutional practices and procedures.)

4. PROGRAM FUNDING / PAYMENT

- A. It is mutually agreed upon by the parties that this Agreement has been written before ascertaining the availability of congressional or legislative appropriations of funds for the mutual benefit of both parties, in order to avoid program or fiscal delays that would occur if this Agreement was signed after that determination was made.
- B. This Agreement is viable and enforceable only if sufficient funds are made available to The Regents of the University of California for the purpose of this program. Funding is contingent upon approval of the State Budget by the Legislature and the Governor. Should sufficient funds not be made available, The Regents will notify Recipient and proceed with the cancellation of this Agreement or modification in scope and budget, as appropriate.
- C. If this is a multiple-year award, 75% of the total approved budget will be released after: 1) Passage of the of the annual State Budget as described above; 2) Execution of the Agreement; 3) Clearance of *all* administrative issues as dictated by the program during the prefunding process; and 4) Receipt of Certificates of Insurance, as required by Article 10. The final 25% will be paid after approval of the

penultimate Annual Fiscal Forecast and Annual Progress Report required by the RGPO Grant Administration Manual. **Invoices are not required.**

- D. Recipient shall hold all advance funds received for multiple-years of this project in an interest bearing account, unless the following apply: 1) The Recipient receives less than \$50,000 per year for the RGPO award; and 2) The depository would require an average or minimum balance so high that it would not be feasible.

Non-UC recipients are expected to collect and maintain documentation related to the interest rate earned on RGPO grant funds for the duration of the award. This documentation must be provided as part of the annual and final fiscal report submissions.

Any and all interest earned in such account must be returned to The Regents within 90 days of expiration or termination of this Agreement, or at the discretion of RGPO. Checks are to be mailed to:

Harvey Wong - Sr. Budget Analyst
Research Grants Program Office
University of California
1111 Franklin Building, 11th Floor
Oakland, CA 94607
Email: [REDACTED]

5. FINANCIAL ACCOUNTING, RECORDS, REPORTS

- A. Recipient shall maintain accounts, records and other evidence pertaining to costs incurred and interest rate earned on RGPO funds for the duration of the award.
- B. This Agreement shall be subject to the examination and audit of The Regents and the Auditor General of the State of California from the start date to three years after receipt of all required reports. The examination and audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the cost of administering the Agreement.
- C. Recipient shall submit annual fiscal reports to the Research Grants Program Office (RGPO) Contracts & Grants Unit, detailing its expenditures for the project within 90 days of each project year-end and within 90 days of expiration or termination of this Agreement. The format for the fiscal reports is described in the RGPO Grant Administration Manual. (See the Manual for revised due dates if a no cost time extension is requested and approved).

6. SCIENTIFIC PROGRESS REPORT

If a continuing year is anticipated, a scientific progress report regarding the research supported hereunder shall be submitted to the Research Grants Program Office (RGPO) Contracts & Grants Unit 30 days prior to the end of each program year. The format for the progress report is described in the RGPO Grant Administration Manual.

In the final year of this Agreement, the final scientific report shall be submitted to the Research Grants Program Office (RGPO) Contracts & Grants Unit within 90 days after expiration or termination of this

Agreement, whichever occurs first. (See the RGPO Grant Administration Manual for revised due dates if an extension is requested and approved).

7. PUBLICATION/DISCLAIMER

Any brochures, publications, or written materials resulting from the support provided by this Agreement must acknowledge such support. The wording to be used is "This project and/or conference was partially supported by funds provided by The Regents of the University of California, California HIV-AIDS Research Program, Grant Number No. **H23PC6065**. The opinions, findings, and conclusions herein are those of the author and not necessarily represent those The Regents of the University of California, or any of its programs."

Except as set forth in this Agreement, Recipient shall not use the name of The Regents of the University of California, the RGPO-CHRP or any of The Regents' employees, any abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer products or services for sale or distribution to the public, without The Regents' prior written approval. Recipient agrees to comply at all times with California Education Code Section 92000.

8. TERMINATION

This Agreement may be terminated without cause by either party upon 30 days prior written notice to the other party. The Regents shall reimburse Recipient for noncancellable obligations, and allowable and proper budgeted costs incurred to date of termination. Balances owed to Recipient will be paid upon receipt and acceptance of all final reports. Recipient shall take all necessary measures to mitigate its costs and shall return to The Regents all unliquidated advance payments within 90 days of termination.

Notwithstanding the above, The Regents shall have the right to an immediate termination if Recipient becomes insolvent, makes an assignment for the benefit of creditors, files or has filed against it a petition in bankruptcy or seeks reorganization, has a receiver appointed or institutes any proceedings for liquidation or winding up.

9. AMENDMENTS

Requests for No Cost Time Extensions, Carry-Forwards, Rebudgeting, and changes in Key Personnel may be approved by the CHRP Program Official upon request by Recipient as described in the RGPO Grant Administration Manual. All other amendments or modifications to this Agreement shall require execution on behalf of The Regents by the Executive Director of Procurement Services or his/her designee, and shall be by mutual consent of the parties in writing.

10. INSURANCE

The Recipient at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(a) Each Occurrence	\$1,000,000
(b) Products/Completed Operations Aggregate	\$3,000,000
(c) Personal and Advertising Injury	\$1,000,000
(d) General Aggregate	\$3,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

B. Automobile Liability Insurance for non-owned, or hired automobiles with a combined single limit no less than one million (\$1,000,000) per occurrence only if Recipient is using automobiles on University of California premises in the conduct of research under this Agreement.

C. Workers' Compensation as required under California State law.

D. Professional Medical and Hospital Liability Insurance (contractual liability included) with limits of two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) general aggregate.

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

Note: Professional Medical and Hospital Liability Insurance is required only when healthcare professionals and/or health care students are involved in patient care under this agreement.

E. If advance payment is provided to Recipient, Commercial Blanket Bond with a limit not less than the amount of grant funds provided by this Agreement in Recipient's possession at any one time covering all employees of Recipient, including coverage to protect money and securities as found in a Comprehensive Crime Policy.

F. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the Recipient against other insurable risks relating to performance of the agreement.

G. The coverages required under this Article shall not in any way limit the liability of the Recipient. The coverage referred to under (A) and (B) of this Article shall name "The Regents of the University of California" as Additionally Insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Recipient, its officers, employees, and agents will provide The Regents with not less than thirty (30)-days advance written notice of cancellation of any of the above insurance coverages, and will promptly obtain replacement coverage that complies with this provision. Upon the execution of this Agreement, Recipient will furnish The Regents with Certificates of Insurance (and the relevant endorsement pages) evidencing Recipient's insurance coverage and Additional Insured Endorsements demonstrating that The Regents are an additional insured on the applicable policies. Alternatively, should Recipient have more than one CHRP award from The Regents, one certificate for all CHRP awards, with the following language, will suffice: "This coverage is for all California HIV-AIDS Research Program agreements awarded to the Heluna Health by The Regents of the University of California. The certificate holder is added as an additional insured as their interests may appear."

NOTE: Payment will be withheld until Certificate(s) of Insurance has been received by The Regents.

11. INDEMNIFICATION

Recipient shall defend, indemnify, and hold The Regents, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, agents, or employees.

12. PATENTS, COPYRIGHTS, AND RIGHTS IN DATA

- A. Confidentiality: Neither party shall furnish any information considered enabling and confidential or proprietary by it or by any third parties to the other party in connection with this Agreement, absent a subsequent and separate written agreement between the parties to the contrary.
- B. Patent Rights: All rights to any patentable inventions or discoveries conceived or reduced to practice in the performance of the work conducted under this Agreement shall be owned solely by the Recipient institution that invented or discovered such inventions; or jointly by the partner institutions (including subcontracting Collaborative Partners) in the case of inventions invented or discovered jointly as the result of a collaborative award.
- C. Copyrights: All rights in copyright works created in the performance of work under this Agreement are the property of the Recipient or Collaborative Partner (including subcontracting Collaborative Partners) who created the work(s). Copyright works created jointly will be owned jointly by all grant partners. To the extent that the Recipient shall have the legal right to do so, the Recipient grants The Regents a royalty-free, non-exclusive, nontransferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of the deliverables specified in the Scope of Work for educational and non-commercial research purposes and to have or permit others to do so on its behalf.
- C. Upon request, Recipient shall provide The Regents with access to any data utilized in the performance of work under this Agreement.
- E. Tangible Research Results: Other discoveries made or reduced to practice under this Agreement which may not be protectable by patent or copyright, such as biological materials, plasmids, and cell lines, shall be the property of the Recipient or applicable Collaborative Partner (including subcontracting Collaborative Partners) and licensed in the public interest.
- F. Commercial Application and Reporting: The Recipient shall use reasonable efforts to achieve expeditious practical application of the patents, copyrights, and tangible research results developed in the course of the performance of work under this Agreement. Annual and final technical reports shall include a description on the commercial utilization of the research results or on the efforts at obtaining such utilization, including providing non-confidential, non-enabling information regarding any invention or discovery and patent applications filed or patents issued thereon.

13. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Recipient will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **“This contractor and subcontractor 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 and subcontractors 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.”** With respect to activities occurring in the State of California, Recipient agrees to adhere to the California Fair Employment and Housing Act. Recipient will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Recipient will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

14. TITLE TO PROPERTY

Equipment is defined as an article of tangible nonexpendable personal property that has a useful life of more than one year and an acquisition cost per unit that equals or exceeds \$5,000 or the capitalization threshold established by the organization, whichever is less. When original or replacement equipment acquired under an RGPO award is no longer needed for the original project or program or for other activities currently or previously supported by the awarding RGPO program, the recipient institution must request disposition instructions from RGPO regarding the equipment. Upon receipt of the disposition request, RGPO reserves the right to transfer title for this equipment to The UC Regents or to a third party, or elect to allow title for the equipment to reside with the Recipient institution.

See the RGPO Grant Administration Manual for further specific regulations regarding equipment purchases and disposition of equipment and residual supplies at the conclusion of the project period.

15. INDEPENDENT CONTRACTOR

Recipient and its employees, consultants, agents, or independent contractors will perform all services under this Agreement as independent contractors. Nothing in this Agreement will a) create any association, partnership, joint venture or agency relationship between the parties or b) create an employer-employee or principal-agent relationship between Regents and Recipient's employees, consultants, agents, or independent contractors. Recipient and its employees, consultants, agents and lower tier subawardees will not, by virtue of any services provided under this Agreement, be entitled to participate, as an employee or otherwise, in or under any employee benefit plan of Regents or any employment right or benefit available to or enjoyed by employees of Regents.

16. NOTICES

Whenever any notice, including changes to Recipient's legal name or contact information, is to be given under this Agreement by Recipient, it shall be in writing and provided to The Regents' contact listed in Section 7 of the Agreement signature page.

17. ASSURANCE APPROVALS (If Applicable)

All Recipients must obtain approval from a federally registered IRB and/or IACUC prior to conducting any project activities for which human and/or animal subjects approval is required. The Recipient agrees that no work with human and/or animal subjects will be performed as part of this award contract until the required IRB and/or IACUC Approval(s) for the project study are in place. UCOP reserves the right to recall all funds awarded and released for this award, if IRB and/or IACUC approval(s) are not obtained within six months of the start date for this award. Conducting any research on human or animal subjects without the required IRB or IACUC assurances is not allowed under this agreement and will result in immediate suspension of this award and recall of funds.

18. DEA REGISTRATION CERTIFICATE (If Applicable)

All Recipients must obtain a Controlled Substance Registration Certificate (DEA Registration Certificate) issued by the U.S. Department of Justice, Drug Enforcement Administration prior to conducting any project activities which require purchasing, storing and using controlled substances. The Recipient agrees that no work with controlled substances will be performed as part of this award contract until the required DEA Registration Certificate Approval for the project study is in place. UCOP reserves the right to recall all funds awarded and released for this award, if the DEA Registration Certificate is not obtained by the start date for this award. Conducting any research using controlled substances without the required DEA Registration Certification is not allowed under this Agreement and will result in immediate suspension of this award and recall of funds.

19. BIOHAZARD MATERIALS USE CERTIFICATION (If Applicable)

All Recipients must obtain a Biological Use Authorization Certificate (BUA) issued by Environmental Health and Safety (EH&S) to ensure the safe handling of biohazardous materials. The Recipient agrees that conducting any research using biohazards without the required BUA is not allowed under this Agreement, and will result in immediate suspension of this award and recall of funds. For further details please see The California Environmental Quality Act (CEQA); section 3-410 Responsibilities of the Environmental Health and Safety Office for Recombinant DNA, Biohazards and Carcinogens.

UNIVERSITY OF CALIFORNIA
CALIFORNIA HIV/AIDS RESEARCH PROGRAM
AWARD NOTICE

EXHIBIT A

PRINCIPAL INVESTIGATOR: Albert Liu

AWARD NO.: H23PC6065

INSTITUTION: Heluna Health

PROJECT TITLE: HOPE: A Status-Neutral Mobile Unit for African Americans Experiencing Homelessness in Alameda County

FUNDING APPROVED FOR THE 4 YEAR PERIOD, 02/01/23 - 01/31/27

TOTAL AWARD AMOUNT: \$865,438

	Year 1	Year 2	Year 3	Year 4
Personnel Costs	\$55,925	\$52,370	\$53,942	\$55,563
Student Tuition Fees and Graduate Stipends	\$0	\$0	\$0	\$0
Other Project Expenses	\$39,500	\$38,750	\$36,750	\$42,250
Equipment	\$0	\$0	\$0	\$0
Travel	\$9,300	\$2,400	\$2,400	\$2,400
Service Contracts and Consultants	\$0	\$9,775	\$9,775	\$9,775
Prime Budget Direct Costs	\$104,725	\$103,295	\$102,867	\$109,988
Prime Budget Indirect Costs	\$18,079	\$13,141	\$12,447	\$13,309
Prime Budget Total	\$122,804	\$116,436	\$115,314	\$123,297
Subcontracts Itemized				
City and County of San Francisco	\$71,295	\$71,295	\$71,295	\$71,295
University of California San Francisco	\$25,596	\$25,601	\$25,604	\$25,606
Subcontracts Direct Costs	\$76,725	\$76,729	\$76,731	\$76,733
Subcontracts Indirect Costs	\$20,166	\$20,167	\$20,168	\$20,168
Subcontracts Total	\$96,891	\$96,896	\$96,899	\$96,901
Total Project Costs (Prime + Subcontracts)	\$219,695	\$213,332	\$212,213	\$220,198

CONDITIONS:**1. AUDIT**

This grant shall be subject to examination and audit by The Regents of the University of California and the California State Auditor for a period of three years after receipt of final fiscal and/or scientific reports. The examination and audit shall be confined to those matters connected with the performance of this grant, including, but not limited to, the cost of administering this grant.

2. GENERAL CONDITIONS

Refer to the Research Grants Program Office's (RGPO) most current Grant Administration Manual for policies and rules governing the administration of this award. Each year, this grant shall be subject to the policies and rules in the annual revision of the Manual which will be sent to the recipient with the annual fund distribution notice at the start of each year. Direct any questions to the Research Grants Program Office, University of California, 1111 Franklin St., Oakland, CA 94607. Phone: (510) 987-9884.

3. SPECIFIC CONDITIONS

CHRP funding is contingent upon the fiscal year allocation following the governor's approval of the State of California budget. Pursuant to the RGPO Grant Administration Manual (GAM) the grantee is not allowed to encumber funds beyond year one of this award unless the progress report has been approved by RGPO. RGPO reserves the right to recall any and all funds that are not expended in a manner consistent with the rules set forth in the GAM.



Rhodri Dierst-Davies, Ph.D., MPH
Director, California HIV-AIDS Research Program

05/02/23

EXHIBIT D
TO SUBCONTRACT/SUBAWARD AGREEMENT
FORM OF INVOICE

Please send monthly invoices to Tyler Norgord at [REDACTED]

The final invoice must be marked FINAL and submitted March 2, 2025.

EXHIBIT E
TO SUBCONTRACT/SUBAWARD AGREEMENT
CERTIFICATE OF INSURANCE

Refer to the following page.