

File No. 120206

Board Item No. 28

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Board of Supervisors Meeting

Date: March 6, 2012

Cmte	Board	
<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input type="checkbox"/>	<input type="checkbox"/>	Budget Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form (for hearings)
<input type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

OTHER:

Completed by: Annette Lonich

Date: March 1, 2012

An asterisked item represents the cover sheet to a document that exceeds 25 pages.  
The complete document is in the file.

1 [Accept and Expend Grant – Chemoprophylaxis for HIV Prevention in Men Expansion -  
2 \$20,614]

3 **Resolution authorizing the Department of Public Health to retroactively accept and**  
4 **expend a grant in the amount of \$20,614 from Family Health International, to participate**  
5 **in a program entitled “Chemoprophylaxis for HIV Prevention in Men Expansion” for the**  
6 **period of October 1, 2011, through May 31, 2012.**

7  
8 WHEREAS, Family Health International is the recipient of a grant award from the  
9 National Institute of Health supporting the Chemoprophylaxis for HIV Prevention in Men  
10 Expansion; and

11 WHEREAS, With a portion of these funds, Family Health International has  
12 subcontracted with San Francisco Department of Public Health (DPH) in the amount of  
13 \$20,614 for the period of October 1, 2011, through May 31, 2012; and

14 WHEREAS, As a condition of receiving the grant funds, Family Health International  
15 requires the City to enter into an agreement (Agreement), a copy of which is on file with the  
16 Clerk of the Board of Supervisors in File No.120206; which is hereby declared to be a part of  
17 this resolution as if set forth fully herein; and

18 WHEREAS, The purpose of this project is for enrollment and follow-up of  
19 approximately ninety participants from the randomized phase of pre-exposure prophylaxis  
20 initiative and approximately sixty participants from a previous pre-exposure prophylaxis study  
21 sponsored by Centers for Disease Control and Prevention; and

22 WHEREAS, An Annual Salary Ordinance amendment is not required as the grant  
23 partially reimburses DPH for one existing position, one Manager VIII (Job Class No. 0943) at  
24 .10 FTE for the period of October 1, 2011, through May 31, 2012; and  
25

1 WHEREAS, A request for retroactive approval is being sought because DPH did not  
2 receive notification of the award until December 22, 2011 for a project start date of October 1,  
3 2011; and,


4 WHEREAS, The budget includes a provision for indirect costs in the amount of \$3,307;  
5 now, therefore, be it

6 RESOLVED, That DPH is hereby authorized to accept and expend a grant retroactively  
7 in the amount of \$20,614 from Family Health International; and, be it

8 FURTHER RESOLVED, That DPH is hereby authorized to retroactively accept and  
9 expend the grant funds pursuant to San Francisco Administrative Code section 10.170-1; and,  
10 be it

11 FURTHER RESOLVED, That the Director of Health is authorized to enter into the  
12 agreement on behalf of the City.

13  
14  
15  
16  
17  
18 RECOMMENDED:

19   
20 \_\_\_\_\_  
21 Barbara A. Garcia, MPA  
22 Director of Health

APPROVED:

23   
24 \_\_\_\_\_  
25 Office of the Mayor

  
\_\_\_\_\_  
Office of the Controller

# Introduction Form

By a Member of the Board of Supervisors or the Mayor

Time stamp  
or meeting date

I hereby submit the following item for introduction (select only one):

- ☐ 1. For reference to Committee:
- An ordinance, resolution, motion, or charter amendment.
- ☒ 2. Request for next printed agenda without reference to Committee.
- ☐ 3. Request for hearing on a subject matter at Committee:
- ☐ 4. Request for letter beginning "Supervisor  inquires"
- ☐ 5. City Attorney request.
- ☐ 6. Call File No.  from Committee.
- ☐ 7. Budget Analyst request (attach written motion).
- ☐ 8. Substitute Legislation File No.
- ☐ 9. Request for Closed Session (attach written motion).
- ☐ 10. Board to Sit as A Committee of the Whole.
- ☐ 11. Question(s) submitted for Mayoral Appearance before the BOS on

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- ☐ Small Business Commission    ☐ Youth Commission    ☐ Ethics Commission
- ☐ Planning Commission    ☐ Building Inspection Commission

**Note: For the Imperative Agenda (a resolution not on the printed agenda), use a different form.**

**Sponsor(s):**

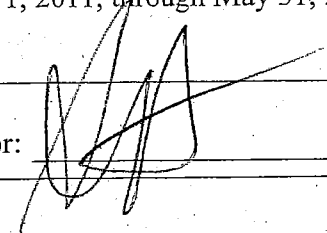
Supervisor Wiener

**Subject:**

Accept and Expend Grant – Chemoprophylaxis for HIV Prevention in Men Expansion - \$20,614

**The text is listed below or attached:**

Resolution authorizing the San Francisco Department of Public Health to retroactively accept and expend a grant in the amount of \$20,614 from Family Health International, to participate in a program entitled "Chemoprophylaxis for HIV Prevention in Men Expansion" for the period of October 1, 2011, through May 31, 2012.

Signature of Sponsoring Supervisor: 

For Clerk's Use Only:

120206



Edwin M. Lee  
Mayor

Barbara A. Garcia, MPA  
Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Barbara A. Garcia, MPA  
Director of Health *BAG*

DATE: February 1, 2012

SUBJECT: Grant Accept and Expend

GRANT TITLE: Chemoprophylaxis for HIV Prevention in Men Expansion -  
\$20,614

---

Attached please find the original and 4 copies of each of the following:

- ☒ Proposed grant resolution, original signed by Department
- ☒ Grant information form, including disability checklist -
- ☒ Budget and Budget Justification
- ☐ Grant application: Not Applicable. No application submitted. Asked to participate in the project.
- ☒ Agreement / Award Letter
- ☐ Other (Explain):

**Special Timeline Requirements:**

**Departmental representative to receive a copy of the adopted resolution:**

Name: Richelle-Lynn Mojica

Phone: 255-3555

Interoffice Mail Address: Dept. of Public Health, Office of Quality Management for  
Community Programs, 1380 Howard St.

Certified copy required Yes ☐

No ☒

File Number: \_\_\_\_\_  
(Provided by Clerk of Board of Supervisors)

**Grant Information Form**  
(Effective March 2005)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Chemoprophylaxis for HIV Prevention in Men Expansion
2. Department: Department of Public Health  
AIDS Office  
HIV Research Section
3. Contact Person: Martin Soto Telephone: 554-4249
4. Grant Approval Status (check one):  
☒ [ X ] Approved by funding agency ☐ [ ] Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$20,614
- 6a. Matching Funds Required: \$0  
b. Source(s) of matching funds (if applicable):
- 7a. Grant Source Agency: National Institute of Health (NIH)  
b. Grant Pass-Through Agency (if applicable): Family Health International
8. Proposed Grant Project Summary:

The site will be responsible for enrollment and follow-up of approximately 90 participants from the randomized phase of iPrEx (pre-exposure prophylaxis initiative) and approximately 60 participants from a previous PrEP (pre-exposure prophylaxis) study sponsored by the CDC. The cohort is considered at high risk for acquisition of HIV-1. All participants will be subjected to laboratory activities that will include rapid tests for HIV, urinalysis, sexually transmitted disease diagnostics, chemistry, serology, hematology, and CD4 T cell counts in the event of HIV-seroconversion. The study also aims to provide all participants with HIV risk reduction and pill adherence counseling. Any participant who requires medical care will be provided on site or provided with referrals to competent facilities.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: 10/01/11

End-Date: 05/31/2012

- 10a. Amount budgeted for contractual services: \$0

b. Will contractual services be put out to bid? No.

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? N/A

d. Is this likely to be a one-time or ongoing request for contracting out? N/A

- 11a. Does the budget include indirect costs? ☒ [ X ] Yes ☐ [ ] No

b1. If yes, how much? \$3,307

b2. How was the amount calculated? 24.84% of total salaries

c. If no, why are indirect costs not included?

☐ Not allowed by granting agency

☐ To maximize use of grant funds on direct services

☐ Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs?

12. Any other significant grant requirements or comments:

We respectfully request for approval to accept and expend these funds retroactively to October 1, 2011. The Department received the cooperative agreement on December 22, 2011

Grant Code is: HCAO50/12

Index Code: HCHPDHIVSVGR

**\*\*Disability Access Checklist\*\***

13. This Grant is intended for activities at (check all that apply):

☒ Existing Site(s)

☐ Existing Structure(s)

☒ Existing Program(s) or Service(s)

☐ Rehabilitated Site(s)

☐ Rehabilitated Structure(s)

☐ New Program(s) or Service(s)

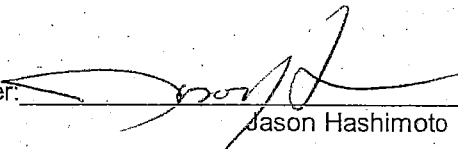
☐ New Site(s)

☐ New Structure(s)

14. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

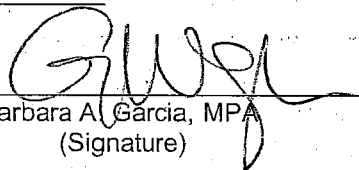
Comments:

Departmental or Mayor's Office of Disability Reviewer:

  
Jason Hashimoto

Date Reviewed: 2/2/12

Department Approval:

  
Barbara A. Garcia, MPA  
(Signature)

Director of Public Health

City and County of San Francisco

Chemoprophylaxis for HIV Prevention in Men  
BUDGET AND JUSTIFICATION  
(October 1, 2011 to May 31, 2012)

I. Budget Justification

A. Personnel

B. Mandatory Fringe Benefit

1. 8.00 Cal Months Principal Investigator: Buchbinder, S., MD  
Annual Salary = \$13,313  
Mandatory Fringe Benefits (@ 30%) = \$3,994 \$17,307

The Site Principal Investigator is responsible for the overall scientific, operational and administrative aspects of the contract. As such, Dr. Buchbinder will have ultimate responsibility for scientific, operational and administrative aspects of specimen collection and analysis for the San Francisco site. She will provide scientific input on site specific protocol development and specimen analyses.

Total SFDPH Salaries and Wages	\$ 13,313
Total SFDPH Mandatory Fringe Benefits	\$ 3,994
Total SFDPH Personnel	\$ 17,307

C. Consultant Costs \$0

D. Equipment \$0

E. Supplies \$0

F. Travel \$0

G. Other Expenses \$0

H. Contractual Costs \$0

Total Direct Costs \$17,307

I. Indirect Costs (24.84% of Total Direct Costs) \$ 3,307

Total Budget \$20,614



**SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**

Dept / Div: HPH-03      Chemoprophylaxis for HIV Research Section  
Fund Group: 2S/CHS/GNC      October 1, 2011 to May 31, 2012  
Index Code: HCHPDHIVSVGR      Monthly Expenditure and Projection Report  
Grant Code: HCAO50  
Grant Detail: 1200 NIH Grant

CATEGORY/LINE ITEM	Annual Salary	30% Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	Comments
A. PERSONNEL											
1. Manager VIII 0943 4 S. Buchbinder	199,700	59,910	259,610	10%	0.10	16,642	8	13,181	3,954	17,134	
2 COLA (4%)								132	39	171	
3 STEP Increases (5%)											
<b>TOTAL SALARY/FRINGE</b>	<b>199,700</b>	<b>59,910</b>	<b>259,610</b>	<b>10%</b>	<b>0.10</b>	<b>16,642</b>	<b>8</b>	<b>13,313</b>	<b>3,993</b>	<b>17,305</b>	

00101 SALARIES  
00103 FRNG BN  
**SUB TOTAL**

13,313  
3,993  
17,307

C. TRAVEL  
1. Local Travel (02301)  
2. Out-of-Jurisdiction Travel (02101)  
**Sub Total TRAVEL**

0  
0  
0

D. EQUIPMENT  
1. Computer (06061)  
**Sub Total EQUIPMENT**

0  
0  
0

E. MATERIALS AND SUPPLIES  
1. Office supplies (04951)  
2. Non-inventoried equipment (04921)  
3. Clinical supplies (04431)  
4. Laboratory supplies (04431)  
**Sub Total SUPPLIES**

0  
0  
0  
0  
0

F. CONTRACTUAL SERVICES (02789)  
1. PHFE  
**Sub Total CONTRACTS**

0  
0  
0

G. OTHER

**SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**

Dept / Div: HPH-03 AIDS Office - HIV Research Section  
Fund Group: 2S/CHS/GNC Chemoprophylaxis for HIV Prevention in Men Expansion (Ipres OLE)  
Index Code: HCHPDHIVSVGR October 1, 2011 to May 31, 2012  
Grant Code: HCAO50 Monthly Expenditure and Projection Report  
Grant Detail: 1200 NIH Grant

CATEGORY/LINE ITEM	Annual Salary	30% Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	Comments
1. Rent								0		0	
2. Photocopier maint (02931)								0		0	
3. Repro svc (In House)(03551)								0		0	
4. Print/Slide svc (Outside)(03552)								0		0	
5. Promotion and advertising(03599)								0		0	
6. Client Stipends (02783)								0		0	
<b>Sub TOTAL OTHER</b>								<u>0</u>		<u>0</u>	
<b>TOTAL DIRECT COST</b>										<b>17,307</b>	

**BUDGET SUMMARY**

A. SALARIES	13,313
B. MANDATORY FRINGE	3,993
C. TRAVEL	0
D. EQUIPMENT	0
E. MATERIALS AND SUPPLIES	0
F. CONTRACT / MOU	0
G. OTHER	0
<b>DIRECT COSTS</b>	<b>17,307</b>
H. INDIRECT COST (24.84% of salaries)	3,307
<b>TOTAL BUDGET</b>	<b>20,614</b>
<b>AWARD</b>	<b>20,614</b>
<b>SURPL/(DEFICIT)</b>	<b>(0)</b>

SUBAGREEMENT BETWEEN  
FAMILY HEALTH INTERNATIONAL ("FHI 360") AND  
SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH ("RECIPIENT")  
UNDER  
HIV PREVENTION TRIALS NETWORK (UM1 AI 068619)

Sponsoring Funder: NIH/NIAID FHI 360 ID / FCO #: 0080.0167/965  
DUNS#: 10-371-7336  
Total **ESTIMATED** Award: US \$20,614 Total **OBLIGATED** Amount: US \$20,614  
Start Date: 01 October 2011 End Date: 31 May 2012  
Project Title: Chemoprophylaxis for HIV Prevention in Men Expansion (IPrEX OLE)

**FHI 360 Technical Lead**  
Name: Nirupama Sista  
Title: Project Director  
Courier Address:  
2224 E NC Hwy 54  
Durham, NC 27713  
Phone: 919-544-7040 x11590  
Fax: 919-544-0207  
Email: nsista@fhi360.org  
**FHI 360 Subagreement Monitor**  
Name: Beth Horn  
Title: Program Coordinator  
Courier Address:  
2224 E NC Hwy 54  
Durham, NC 27713  
Phone: 919-544-7040 x11351  
Fax: 919-544-0207  
Email: bhorn@fhi360.org

**Recipient Technical Lead**  
Name: Dr. Susan Buchbinder  
Title: Principal Investigator, SFDPH  
Courier Address:  
1380 Howard St., 5<sup>th</sup> Floor  
San Francisco, CA 94103  
Phone: 415-554-9070  
Fax: 415-621-0641  
Email: susan.buchbinder@sfdph.org  
**Recipient Subagreement Monitor**  
Name: Marcellina Ogbu  
Title: Director of Community Programs, SFDPH  
Courier Address:  
1380 Howard St., 5<sup>th</sup> Floor  
San Francisco, CA 94103  
Phone: 415-255-3524  
Fax: 415-252-3064  
Email: marcellina.ogbu@sfgov.org

Authorized by and accepted for  
Family Health International by:

RW 22 Dec 11  
Signature Date  
Rachel Conway  
Type or print name  
Associate Director, Contracts and Grants  
Title

Authorized by and accepted for  
Recipient by:

MOB 1/24/12  
Signature Date  
Marcellina A. Ogbu, DrPH  
Type or print name  
Director, Community Programs  
Title

This Subagreement is entered into by and between Family Health International ("FHI 360") with its headquarters office in Durham, North Carolina, USA and San Francisco Department of Public Health ("Recipient") of San Francisco, California.

#### **PROJECT DESCRIPTION SUMMARY**

The purpose of this agreement is to provide salary support for Dr. Susan Buchbinder to carry out and manage activities related to the study entitled "Open Label Extension (OLE) of Active Daily Oral FTC/TDF for HIV-1 Prevention among Participants in the Chemoprophylaxis for HIV Prevention in Men (known as IPrEX OLE)". Costs for the Public Health Foundation Enterprises, Inc. clinical research site (CRS) are supported through a separate funding mechanism. As Principal Investigator of the CRS, Dr. Buchbinder agrees to conduct the study in accordance with the current Protocol, sponsor-required standard operating procedures (i.e. Division of AIDS SOPs), International Conference on Harmonization (ICH) E6 Good Clinical Practice, and all applicable laws and regulations. Recipient agrees to ensure that its employees, agents and staff, and Site and Site's employees, agents and staff who work on the Study perform their services in accordance with the Protocol, the terms of this Agreement, ICH E6 Good Clinical Practices, and all applicable federal, state and local laws and regulations, including FDA regulations, and HPTN policies and procedures.

The Division of AIDS (DAIDS) of the National Institute of Allergy and Infectious Diseases (NIAID) as the sponsor (hereinafter referenced as Sponsor) is responsible for the submission of, in its name, an IND (71,859) covering this IPrEX Open Label Extension (OLE) study.

#### **THE PARTIES THEREFORE AGREE TO THE FOLLOWING TERMS AND CONDITIONS:**

##### **ARTICLE 1. SCOPE OF WORK**

Recipient will furnish the necessary personnel, materials, services, equipment, and/or facilities and otherwise do all things specified in Attachment A, Scope of Work, which may be necessary to accomplish the work. Attachment A is hereby incorporated and made a part of this Subagreement.

##### **ARTICLE 2. TYPE OF SUBAGREEMENT**

This is a cost reimbursement type subagreement. Under this type of subagreement, Recipient agrees to pursue the programmatic or research objective specified in the Scope of Work. *It is the expectation of the parties that the original scope of work will be completed within the original budget.* If at any point during the course of the Subagreement it becomes apparent that the objectives of the Scope of Work cannot be achieved within the approved budget, then FHI 360 and a representative designated by the Recipient will jointly determine the continuing direction of the effort. At the sole option of FHI 360, the Scope of Work may be amended to reduce the scope of scheduled activities sufficiently to permit the project to be completed within available funds.

##### **ARTICLE 3. PERIOD OF PERFORMANCE**

The period of performance for completion of work described in the Scope of Work begins 01 October 2011 and continues through 31 May 2012, unless the period of performance is extended by written modification to this Subagreement.

##### **ARTICLE 4. TECHNICAL DIRECTION AND REPORTING REQUIREMENTS**

**TECHNICAL LEAD.** All technical direction and technical monitoring activities under this Subagreement will be provided by the FHI 360 Technical Lead.

**PROGRESS REPORT.** The Recipient will prepare and submit to the FHI 360 Technical Lead an annual Progress Report detailing the Recipient's progress under the

Subagreement and specifying Recipient's proposed work plan for the next period. The Progress Report will include Recipient's recommendations regarding current needs in the field of activity covered under the terms of this Subagreement. Progress Reports are due 30 days after the close of the period.

**FINAL REPORT.** At the conclusion of the work, the Recipient will prepare and submit to the FHI 360 Technical Lead a Final Report that will summarize the accomplishments of the project. The Final Report will summarize the accomplishments of the Subagreement, the methods used, and the products developed, including a discussion of findings and notation of particular successes and/or strategies that did not achieve the anticipated effect. The Final Report will be submitted to FHI 360 on the completion date of the Subagreement, or at such other time as agreed between FHI 360's Technical Lead and the Recipient.

#### ARTICLE 5. FUNDING

- (a) **TOTAL ESTIMATED AMOUNT.** The total estimated amount for the work to be performed under this Subagreement is US\$20,614. The U.S. dollar funding levels specified will control and may not be exceeded, including those instances where payment is made in local currency. Recipient agrees to use its best efforts to perform all work and obligations under this Subagreement within the total estimated amount stated in this Article. Recipient's Budget is appended as Attachment B.
- (b) **TOTAL OBLIGATED AMOUNT.** FHI 360 will periodically obligate funds to the Recipient. Recipient is not authorized to expend funds exceeding the current obligated amount. FHI 360 hereby obligates the amount of US\$20,614 for program expenditures. FHI 360 is not required to reimburse the Recipient for the expenditure of amounts in excess of the total obligated amount or for costs incurred outside of the period of performance stated in ARTICLE 3. Under the terms of the Prime Agreement, funds remaining at the end of the obligated period may not be carried over into subsequent funding periods. Obligated funds are estimated to be sufficient and will expire on 31 May 2012.
- (c) In the event that future funding made available by the funding sponsor falls below anticipated Recipient budget requirements, future funding under this agreement may be reduced.

#### ARTICLE 6. FINANCIAL REPORTING

**FINANCIAL REPORTS.** The Recipient will prepare and submit to the Subagreement Monitor a monthly Financial Report within 30 days after the close of the period. FHI 360 will reimburse all approved costs within thirty (30) days of receipt and approval of Recipient's Financial Report. Recipient is required to submit financial reports following the format specified in Attachment D, Subawardee Financial Report (SFR). The SFR should be prepared in local currency. Local currency is the currency of the country where the Recipient has its headquarters. Only allowable expenses that are authorized by this Subagreement will be approved for reimbursement.

**CASH ADVANCE.** A Cash Advance is not authorized under the terms of this Subagreement. In no event will the total amount transmitted via cash advances and reimbursements exceed the Total Obligated Amount in ARTICLE 5 of this Subagreement. If the Recipient's total costs are less than the sum of the payments received, the Recipient agrees to refund the difference to FHI 360.

**PAYMENTS.** Payments will be made in local currency.

#### ARTICLE 7. APPLICABLE REGULATIONS AND REQUIREMENTS

This Subagreement is funded by National Institutes of Health and is subject to *Standard Provisions* mandated for all recipients of funds under the Prime Agreement. The mandatory standard provisions are appended as Attachment F and are hereby incorporated in their entirety by reference.

#### ARTICLE 8. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions governing this Subagreement are set forth in Attachment E and are hereby incorporated into this Subagreement by reference.

#### ARTICLE 9. SPECIAL TERMS AND CONDITIONS

**FUNDING SOURCE.** This Subagreement is funded by the US Government through a cooperative agreement between Family Health International and the National Institute of Allergy and Infectious Diseases (Grant No. UM1 AI 068619); is based on the application submitted to and approved by FHI 360 and the NIH; and is subject to the terms and conditions incorporated either directly or by reference in the following, including DAIDS, and HPTN policies and procedures, Clinical Trials Agreements between DAIDS and the sponsoring pharmaceutical companies, and other applicable laws and regulations under the authority of 42 USC 241 and 31 USC 6305 & 6306.

**PUBLICATION.** In addition to the publication requirements specified in Attachment F, General Terms and Conditions, Recipient is responsible for appropriate acknowledgement of NIH support when preparing publications, or issuing statements, press releases, and other documents describing projects or programs funded in whole or in part with support from this NIH funded Subagreement, in accordance with the HPTN Publications Policy.

#### ARTICLE 10. NOTICES TO FHI 360

**FHI 360 Subagreement Monitor.** All notices concerning business or administrative matters under this Subagreement will be in writing and will be directed to the Subagreement Monitor using the contact information provided on Page 1 of this Subagreement. The FHI 360 Subagreement Monitor is not authorized to approve changes to this Subagreement.

**FHI 360 Technical Lead.** All technical and program monitoring notices and reports will be directed to the FHI 360 Technical Lead using the contact information provided on Page 1 of this Subagreement. The FHI 360 Technical Lead is not authorized to approve changes to this Subagreement.

#### ARTICLE 11. NOTICES TO RECIPIENT

All notices to Recipient's Technical Lead under this Subagreement will be in writing and will be addressed to Recipient using the Technical Lead contact information provided on Page 1 of this Subagreement. If Recipient has identified a Subagreement Monitor, business or administrative notices will be directed to the address specified on Page 1 of this agreement. In the absence of a specifically identified Subagreement Monitor, all notices will be directed to Recipient's Technical Lead.

#### ARTICLE 12. HUMAN SUBJECTS

The welfare of human subjects (participants and patients) is the pre-eminent consideration of all work authorized by FHI 360. If the Scope of Work under this agreement involves human subjects, Recipient agrees to take all reasonable and prudent care to protect patient/participant welfare. When necessary, this may include a review of

study protocols by FHI 360 staff and Institutional Review Boards. In addition, Recipient's effort may be reviewed from time to time by consultants retained by FHI 360. Recipient agrees to cooperate with all compliance efforts and will report any significant problems encountered during the course of the work to the FHI 360 Technical Lead.

#### **ARTICLE 13. RESPONSIBILITY FOR PATIENT CARE**

Recipient assumes full responsibility and liability for the care and treatment of its patients. To the extent that the training and other support provided to Recipient by FHI 360-employed personnel under this Subagreement encompasses treatment of Recipient's patients, Recipient acknowledges and agrees as follows:

- (a) that Recipient is ultimately responsible for such treatment;
- (b) that such treatment will be deemed to be done by and on behalf of Recipient;
- (c) that Recipient waives any claim against FHI 360 and/or FHI 360-employed personnel arising out of patient treatment;
- (d) that Recipient will assume full responsibility for any claims made by patients arising out of patient treatment, whether patient treatment was provided by Recipient-employed personnel or by FHI 360-employed personnel; and,
- (e) that Recipient will hold FHI 360 harmless from any liability arising out of any assistance provided under the terms of this Subagreement.

#### **ARTICLE 14. STANDARDS OF ETHICS AND BUSINESS CONDUCT**

Recipient acknowledges and accepts FHI 360's emphasis on the importance of accountability to those who benefit from FHI 360's work, and the parties' mutual accountability to each other, to project collaborators, and to our sponsors. Recipient confirms its accountability to children and to all others whom its programs are intended to serve. In the case of children, Recipient will undertake to ensure that no individual with any history of crimes against children will be placed in a position involving direct interaction with children as part of the work under this Subagreement.

Recipient acknowledges that FHI 360 corporate policy requires that FHI 360's activities be conducted within the letter and spirit of the law. By signing this Subagreement, Recipient agrees to carry out the work of this project in a manner which is consistent with applicable law including those ethical practices that may be stipulated by FHI 360 from time to time. Recipient, including any of its affiliates and their respective employees, agents officers, or other members of its management will not make any payment, either directly or indirectly, of money or other assets to government or political party officials, candidates for public office, or representatives of other businesses or persons acting on behalf of any of the foregoing (referred to collectively as "Officials") where such payment would constitute a violation of any law. In addition, regardless of legality, Recipient will make no payment either directly or indirectly to Officials if such payment is for the purpose of influencing decisions or actions with respect to the subject matter of this Subagreement or any other aspect of FHI 360's operations.

#### **ARTICLE 15. EQUIPMENT AND NON-EXPENDABLE PROPERTY**

Written approval of the FHI 360 Subagreement Monitor is required prior to the purchase of any equipment or non-expendable property acquired with funds provided under the terms of this Subagreement. Used equipment may not be purchased with Subagreement funds. All equipment and non-expendable property, (including vehicles, computers, printers, copiers, telephone systems, etc.) remains the property of FHI 360 until such time

as a formal transfer to a follow on program or to the Recipient or other final disposition. Recipient will immediately return property to FHI 360:

- (a) upon FHI 360's request;
- (b) when Recipient has completed the Scope of Work; or
- (c) when this Subagreement is terminated.

Recipient is responsible for the care, maintenance, and security of any non-expendable property entrusted to the Recipient. Recipient is required to immediately report theft, loss, or damage to any non-expendable property to the FHI 360 Subagreement Monitor.

#### **ARTICLE 16. ORDER OF PRECEDENCE**

In the event of a conflict or an inconsistency between provisions of this Subagreement, the conflict or inconsistency will be resolved by giving precedence in the following order: the Specific Terms and Conditions of the Subagreement; Attachment B, Recipient's Budget; Attachment A, Scope of Work; Attachment F, Standard Provisions; Attachment E, General Terms and Conditions.

#### **ARTICLE 17. ENTIRE AGREEMENT**

The parties acknowledge that they have read this Subagreement, understand it, and agree to be bound by its terms. The parties further agree that this Subagreement, together with all of the referenced and incorporated attachments, is the entire agreement between the parties and that it supersedes all prior agreements, written or oral, relating to the subject matter of this Subagreement.

IN WITNESS WHEREOF, FHI 360 and Recipient have caused this Subagreement to be executed by their duly authorized representatives.

#### **ATTACHMENTS**

**Attachment A – SCOPE OF WORK**

**Attachment B – BUDGET**

**Attachment C – BANKING INFORMATION**

**Attachment D – SUBAWARDEE FINANCIAL REPORT**

**Attachment E – GENERAL TERMS AND CONDITIONS**

**Attachment F – STANDARD PROVISIONS**



# ATTACHMENT B: BUDGET

fhi360 THE SCIENCE OF IMPROVING LIVES		SUMMARY BUDGET			
Subawardee:		San Francisco Department of Public Health			
ID No.					
FCO No.					
Subaward title:		Chemoprophylaxis for HIV Prevention in Men Expansion (IPrEX OLE)			
		Current Fiscal/Project Year		Current Obligation	
		01 Oct 11 - 31 May 12		01 Oct 11 - 31 May 12	
		Local	\$ US	Local	\$ US
1. SALARIES		0	13,313	0	13,313
2. FRINGE BENEFITS		0	3,994	0	3,994
3. CONSULTANTS		0	0	0	0
4. EQUIPMENT		0	0	0	0
5. TRAVEL/TRANSPORTATION		0	0	0	0
6. OFFICE EXPENSES		0	0	0	0
7. SUBAWARDS		0	0	0	0
8. OTHER DIRECT COSTS		0	0	0	0
9. INDIRECT COST/G&A (24.84%)		0	3,307	0	3,307
TOTAL PROJECT COSTS		0	20,614	0	20,614
Exchange Rate:		\$1 US =		1	

## ATTACHMENT A: SCOPE OF WORK

### San Francisco Department of Public Health (SFDPH)

#### Scope of Work

The purpose of this agreement is to provide salary, fringe, and indirect cost support for Dr. Susan Buchbinder's contribution to the implementation of the NIH/NIAID/DAIDS sponsored clinical trial titled, "Chemoprophylaxis for HIV Prevention in Men Open Label Extension". This study is under the leadership of Dr. Susan Buchbinder as the site Principal Investigator. Since the Public Health Foundation Enterprises serves as the administrative organization for carrying out this study in San Francisco, all other costs are included in the agreement with PHFE.

Dr. Susan Buchbinder, as the site Principal Investigator, agrees to conduct the study in accordance with the Protocol and all study-specific procedures.

## ATTACHMENT C

### U.S. RECIPIENT'S PAYMENT INFORMATION

#### LOCAL CURRENCY ACCOUNT INFORMATION

Make check payable to: City and County of San Francisco

Payment Address: 1380 Howard Street 4th Floor, Suite 423A  
San Francisco, CA 94103

Payee Point of Contact: Sajid Shaikh

Contact's Telephone: 415-255-3512 Fax: 415-503-4710

Contact's E-mail: sajid.shaikh@sfdph.org

Payee Reference #:  
(if applicable) HCA050/12

**NOTE: FHI 360 does not make payment via wire transfer to U.S. Accounts.**

# ATTACHMENT D

## SUBAWARDEE FINANCIAL REPORT AND INSTRUCTIONS



### Subawardee Financial Report

*This report must be submitted to FHI 360 in accordance with the subaward's financial reporting requirements and indicated due dates.*

Submit report to: Marcia Eliker Reporting Cycle (check one): ☒ Monthly  
 ID/FCO No. \_\_\_\_\_ Reporting Period \_\_\_\_\_ ☐ Quarterly  
 Subaward Start Date 1 Oct 2011 Today's Date \_\_\_\_\_ ☐ Other \_\_\_\_\_  
 Subaward End Date 31 May 2012 Currency: \_\_\_\_\_  
 Subawardee Name San Francisco Department of Public Health  
 Project Title Chemoprophylaxis for HIV Prevention in Men Expansion (IPrEX OLE)

I. Budget Analysis	Current Obligation	Total Expenses Previously Reported	Expended This Reporting Period	Total Expended to Date	Obligated Funds Remaining
Amendment #					
Salaries*	13,313				13,313
Fringe Benefits (if applicable)*	3,994				3,994
Consultants / Professional Fees*					
Equipment*					
Travel, Transportation, and Per Diem					
Office Expenses					
Contractual/Subrecipients					
Other Direct Costs*					
Indirect Costs / G&A	3,307				3,307
Other (Specify) =>					
TOTAL (Local Currency)	20,614				20,614
TOTAL (US Dollar)	20,614	*** Attachments required for all line items with an asterisk (*). See instructions for details.			
Subaward Exchange Rate USD \$1 = LC	1.00				

To be Completed by:		Subawardee	FHI 360 (CO/RO)
		Local Currency	USD
Funds Previously Received	Wire/Check No		Enter WAER Rate for Funds Recd this Period
Funds Received this Period			
Total Funds Received from FHI 360			
Total Amount Expended			Enter Current Bank Rate below
Balance on Hand* (USD amount is estimated at current bank rate)			
Total Interest Earned			
Procurement done by FHI 360 on Sub behalf			
USD Current Obligated Amount	20,614	* Attachment required. See instructions for further details.	Total spent to date: Total Obligation Obligation Remaining
USD Obligation Remaining: Total USD Obligation Less USD Sent as of this Report	20,614		\$ \$ \$

### III. Certification and Approvals

*I certify that to the best of my knowledge and belief, this Financial Report is a correct, complete and accurate statement, that my organization is properly entitled to payment, and that all amounts requested are for appropriate purposes in strict accordance with the terms and conditions of the subaward.*

Subawardee Authorized Official: \_\_\_\_\_  
 FHI 360 Review and Approval: \_\_\_\_\_  
 FHI 360 Subaward Monitor: \_\_\_\_\_  
 FHI 360 RO/CO Finance: \_\_\_\_\_  
 FHI 360 HQ Finance: \_\_\_\_\_

Typed name, Title	Signature	Date
Typed name, Title	Signature	Date
Typed name, Title	Signature	Date
Signature	Reference #	Date



**ATTACHMENT D**  
**SUBAWARDEE FINANCIAL REPORT AND INSTRUCTIONS**

**SUBAWARDEE FINANCIAL REPORT (SFR)**

The Subawardee Financial Report must be submitted to FHI 360 in accordance with the terms and conditions of the subaward. All amounts must be entered in the same currency and in accordance with the terms and conditions of the subaward.

**Note:** If using the electronic version of this report, input should be entered into the shaded areas. Other areas are calculations.

**HEADER SECTION**

Submit Reports to:	Enter the name and FHI 360 office & city where the report is submitted.
ID/FCO No.:	Enter the ID/FCO Number shown in the subaward document.
Reporting Period:	Enter the period / dates covered by the report (month and year).
Subaward Start Date:	Enter the start date of the subaward according to the subaward document.
Today's Date:	Enter the day in which the report is completed.
Subaward End Date:	Enter the end date of the project based on the subaward or latest amendment / modification.
Currency:	Enter the type of currency used to report all financial information. This currency should be in accordance with the terms and conditions of the subaward.
Subawardee Name:	Enter the subawardee name as shown in the subaward document.
Project Title:	Enter the project name as shown in the subaward document.
Reporting Cycle:	Indicate the reporting cycle as indicated in the subaward document.

**I. BUDGET ANALYSIS**

Current Obligations:	Enter the budget amount for each line item reflected on the Summary Budget in the latest subaward document. The budget amount for each line item must be in the currency indicated in the subaward document.
Total Expenses Previously Reported:	Enter the <i>Total Expended to Date</i> amounts in each line item from the previous report.
Expended This Reporting Period:	Enter the amount spent during the period covered by this report into the respective line items.
Total Expended to Date:	Enter the sum of <i>Total Expenses Previously Reported</i> and <i>Expended This Reporting Period</i> .
Obligated Funds Remaining:	Enter the <i>Current Obligation less Total Expended to Date</i> .
Total USD:	Enter the total current obligation in US dollars reflected on the Summary Budget in the latest subaward document.

## ATTACHMENT D

### SUBAWARDEE FINANCIAL REPORT AND INSTRUCTIONS

Subaward Exchange Rate:

Enter the exchange rate used to convert US dollars to the currency used for reporting, if applicable. The rate is for INFORMATIONAL PURPOSES ONLY to show the conversion between the two currencies if applicable. This rate should match the rate on the Summary Budget of the latest subaward document (it is suggested that it be linked to the Summary Budget page if possible).

\*\*\*Attachments Required

For budget categories marked with an asterisk (\*), attach an itemized list of expenditures for the reporting period:

Example:

1. **Salaries** requires a list of employees by name, position title, and salary paid during the period.
2. **Fringe Benefits** requires a schedule of benefits/allowances given to employees.
3. **Consultants and professional fees** requires a list of payments made during the period indicating the name of the payee, daily rate, total paid, and a brief description of the services performed.
4. **Procurement** requires a description of the equipment, vendor name, amount paid, and the date of purchase.
5. **Other Direct Costs** requires a schedule of all direct costs associated with project activities that are not allocated to the categories above.
6. **Other** requires a description of other allowable costs in accordance with the subaward document. The type of expense must be specified.

## II. SUMMARY OF FUNDS

Funds Previously Received:

Enter the amount received as of the beginning of the period. This amount should be equal to the Total Funds Received from FHI 360 line on the previous report.

Funds Received this Period:

Enter the amount of all wires or checks received this period. Upon review, FHI 360 Finance will enter the US dollar equivalent amount based on General Ledger information.

Wire/Check No.:

Enter the wire or check number from funds received.

Total Funds Received from FHI 360:

Enter the sum of *Funds Previously Received* line and the *Funds Received this Period* line.

Total Amount Expended

Enter the total amount in the *Total Expended to Date* column above.

Balance on Hand

Enter the differences between the Total Funds Received from FHI 360 and the Total Amount Expended lines. This should equal the total cash on hand at the end of the period. All unspent funds are to be returned to FHI 360 within the period stated in the subaward.

\*\*\*Attachments Required

A copy of the bank statement and bank reconciliation must be submitted to support the amount stated as the balance on hand.

## ATTACHMENT D

### SUBAWARDEE FINANCIAL REPORT AND INSTRUCTIONS

Interest Earned	Record interest earned if the bank account earns interest. Subawardee is allowed to keep \$250 annually to cover administrative expenses
USD Current Obligated Amount	Enter the total current obligation amount in US dollars shown in the subaward or current amendment. This should be the same as the <i>Total USD</i> amount above.
USD Obligation Remaining: Total USD Obligation Less USD Sent as of this Rpt:	Enter the US Current Obligated Amount less Total Funds Received from FHI 360 (US dollars).

**Note:** FHI 360 Finance will enter amounts in US dollars based on FHI 360's General Ledger. This information will be communicated to the subawardee periodically to compare against the US dollar amount in the subaward as the US dollar amount prevails in a majority of the subawards. The current bank rate should be used when converting the balance on hand to estimated US dollar equivalent.

#### III. CERTIFICATION AND APPROVALS

Certification and approval:	This report must be certified and signed by the Subawardee's Authorized Official and approved by FHI 360's Subaward Monitor.
Review:	In addition to being approved by FHI 360's Subaward Monitor, this report must also be reviewed by the FHI 360 Finance department.

## ATTACHMENT E

### General Terms and Conditions

#### 1. PRIVACY

This Subaward is funded in whole or in part with funds from the funding sponsor. Neither the funding sponsor nor any of its departments, agencies, or employees is or will be, a party to this Subaward.

No privacy of contract between the funding sponsor and Recipient is established by this Subaward. All communications regarding this Subaward must be directed to FHI 360 and not to the funding sponsor.

#### 2. INDEPENDENT ENTITY

The relationship of Recipient to FHI 360 is that of an independent entity, and nothing in this Subaward will be construed as creating any other relationship. As such, Recipient will comply with all laws and assume all risks incident to Recipient's status as an independent entity. This includes, but is not limited to, responsibility for all applicable income taxes, associated payroll and business taxes, licenses and fees, and such insurance as is necessary for Recipient's protection in connection with work performed under this Subaward. Neither Recipient nor anyone employed by it will be, represent, act, purport to act, or be deemed to be an agent, representative, or employee of FHI 360.

#### 3. CONFIDENTIAL INFORMATION

During the term of this Subaward, Recipient and its employees may receive or have access to data and information that is confidential and proprietary to FHI 360 or its funder.

"Confidential Information" is defined as all technical information whether directly or indirectly disclosed, in verbal, written, graphic, photographic, electronic, prototypic, sample or any other form.

Confidential Information disclosed in written, graphic or electronic format will be marked on its face as "Confidential" and/or "Proprietary." Confidential Information disclosed in verbal or visual form will be summarized in writing and confirmed to Recipient as "Confidential" and/or "Proprietary" within thirty (30) days following disclosure.

Confidential Information does NOT include information that:

- is or becomes generally available to the public other than as a result of a disclosure by Recipient;
- becomes available to Recipient on a non-confidential basis from a source that is not prohibited by a legal, contractual or fiduciary obligation from disclosing such information;
- is developed independently by Recipient without use of Confidential Information, as demonstrated by written records and evidence;
- was in Recipient's possession or known to Recipient prior to receipt from the disclosing party; or
- is required by law to be disclosed, provided Recipient notifies FHI 360 promptly and gives FHI 360 an opportunity to seek an appropriate protective order.

Confidential Information may be used by Recipient or its employees only for purposes of performing the obligations under this Subaward. Recipient will not reveal, publish or otherwise disclose Confidential Information to any third party without the prior written consent of FHI 360.

All "Confidential Information" disclosed to or otherwise made known to Recipient as a result of services under this Subaward remains the sole property of FHI 360 and/or its funding sponsor.

These obligations of confidentiality and non-disclosure will remain in effect for a period of five (5) years after the termination of this Subaward.

#### 4. ORGANIZATIONAL CONFLICTS OF INTEREST

- a) The Recipient represents that, to the best of the Recipient's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of

interest, or that the Recipient has disclosed all such relevant information.

- b) The Recipient agrees that if an actual or potential organizational conflict of interest is discovered after award, the Recipient will make a full disclosure in writing to the FHI 360 Subaward Monitor. This disclosure will include a description of activities which the Recipient has taken or proposes to take, after consultation with the FHI 360 Subaward Monitor, to avoid, mitigate, or neutralize the actual or potential conflict.
- c) Remedies - The FHI 360 Subaward Monitor may terminate this Subaward for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Recipient was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the FHI 360 Subaward Monitor, FHI 360 may terminate the Subaward for default.
- d) The Recipient further agrees to insert provisions which will conform substantially to the language of this clause, including this subparagraph (d), in any Subaward or consultant agreement arising out of this Subaward.

#### 5. INSPECTION AND ACCEPTANCE

Acceptance of the effort specified in the Scope of Work will be made by FHI 360's Technical Lead or his/her authorized representative. FHI 360 has the right to inspect and evaluate the work performed under this Subaward, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work.

#### 6. CHANGES AND MODIFICATIONS

- a) Any proposed change to this Subaward must be authorized by a written modification to this Subaward before performance of work involved in the change may begin.
- b) *Notice of Change:*  
When, in the opinion of Recipient, technical direction calls for effort outside the Scope of Work, Recipient will notify the FHI 360 Subaward Monitor in writing within one (1) week. No action will be taken by Recipient under such technical direction until the matter is resolved. Any effort undertaken by Recipient pursuant to oral instructions or technical directions issued other than in accordance with the provisions of this Subaward will be at Recipient's risk of performing work outside the scope of this Subaward and may not be eligible for payment of the costs incurred. If any of the services performed do not conform to the Subaward requirements, FHI 360 may require Recipient to perform the services again in conformity with the Subaward requirements.

#### 7. PAYMENT

FHI 360 agrees to reimburse the Recipient from project funds for actual allowable expenditures authorized during the effective term of this Subaward. The allowability of such costs will be determined in accordance with the applicable cost principles. If at any time, FHI 360 determines Recipient received payment for unallowable cost or received an overpayment, Recipient will promptly reimburse FHI 360.

#### 8. FINANCIAL REPORT

Financial Reports are to be submitted to the Subaward Monitor listed on the cover page of this Subaward, or to the designated FHI 360 Financial Lead. Questions regarding submission of Financial Reports and payment should be directed to the Subaward Monitor at the phone number listed on the cover page.

#### 9. AUDIT REQUIREMENTS

Recipients *subject* to the requirements of OMB Circular A-133 or equivalent audit requirements must submit a copy of its most recent



## ATTACHMENT E

### General Terms and Conditions

financial and compliance audit report to FHI 360 Internal Audit within thirty (30) calendar days after execution of the Subaward.

Recipients *not* subject to the requirements of OMB Circular A-133, but which receive funds in excess of US\$300,000 from FHI 360 must submit a copy of an independent audit of Recipient's financial records to FHI 360 Internal Audit within thirty (30) calendar days after execution of the Subaward.

Audit results for all recipients must be provided to FHI 360 on an annual basis throughout the term of this Subaward. Recipients whose A-133 Audit information is available online via the Single Audit Database sponsored compiled by Federal Audit Clearinghouse may provide FHI 360 Internal Audit with notification that the Recipient's audit has been updated online as an alternative to submitting directly to FHI 360.

#### 10. FINAL PAYMENT AND CLOSEOUT

- a) Recipient's final request for payment must be submitted to FHI 360 within thirty (30) days following completion of the period of performance of this Subaward.
- b) Final Payment may be withheld pending:
  - final determination of disallowed or questioned costs
  - completion and acceptance by FHI 360 of all work performed under the Scope of Work;
  - submission of all required Administrative and Technical Reports.

#### 11. DELIVERABLES AND TECHNICAL REPORTS

Deliverable requirements, as stipulated in the Scope of Work and all required deliverables will be directed to the FHI 360 Technical Lead. Notwithstanding any other payment provision of this Subaward, failure of Recipient to submit required reports when due, or failure to perform or deliver required work, supplies, or services to the reasonable satisfaction of FHI 360's Technical Lead will result in the withholding of payment under the Subaward unless such failure arises out of causes beyond the control and without the fault or negligence of Recipient.

#### 12. LOWER-TIER RECIPIENTS

Recipient will not obtain the services of lower-tier subrecipients or consultants without the prior written approval of FHI 360's Office of Contracts and Grants. Recipient will furnish to FHI 360's Subaward Monitor information concerning the need for such services including an assessment of the reasonableness of the fees or costs to be paid to any lower-tier subrecipient or consultant. A copy of any proposed lower-tier Subaward must accompany the request for approval.

#### 13. WORKING FILES

Recipient certifies that any working files maintained by Recipient including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this Subaward will be maintained in an accurate and complete manner. Upon request, Recipient will provide information contained in its working files to the FHI 360 Technical Lead.

#### 14. RECORD KEEPING AND ACCESS

The Recipient will maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Subaward. These records will be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of FHI 360 or its funding sponsor. The Recipient will retain all such records concerning this Subaward for a period of three (3) years after the submission of the final financial report, unless a longer period is specified in the specific terms and conditions of the Subaward. If any litigation, claim or audit is started before the expiration date of this three-year period, the records will be retained until all litigation, claims or audit findings involving the records have been resolved.

#### 15. PUBLICATION

Unless otherwise specified in this Subaward, the Recipient is encouraged to publish the results of its work under this Subaward.

In the event the Recipient proposes any *academic* publication arising out of Recipient's work under this Subaward, Recipient will contact the FHI 360 Subaward Monitor and request copies of FHI 360's policies regarding publication (No. 40) and authorship (No. 12.). Recipient agrees to comply with the requirements of those policies.

#### Disclaimer.

For both *academic* and *non-academic* publications resulting from work performed under this Subaward, Recipient will include a disclaimer which is in substantially conformity with the following example:

"This publication was prepared under a Subaward funded by Family Health International under Cooperative Agreement/Grant No UMI AI 068619 funded by National Institute of Health. The content of this publication does not necessarily reflect the views, analysis or policies of FHI 360 or National Institute of Health, nor does any mention of trade names, commercial products, or organizations imply endorsement by FHI 360 or National Institute of Health."

The Recipient will notify the FHI 360 Technical Lead when any article, chapter or other publication is published, and will provide a copy of the published work to FHI 360.

#### 16. TERMINATION

- a) **Termination.** Funding for this Subaward is contingent upon factors including the availability of funds to FHI 360, satisfactory progress by Recipient, and overall direction of the program of which this Subaward is a part. FHI 360 may suspend or terminate this Subaward in whole or in part, at any time, and for any reason, by providing five (5) days written notice of the effective date of the suspension or termination to Recipient. Recipient will be responsible for satisfying all of its obligations relative to this Subaward through the effective date of termination. FHI 360 will only be responsible for costs incurred after the effective date of suspension or termination as follows: (a) FHI 360 expressly authorizes such costs in the notice of suspension or termination or subsequently in writing, or (b) the costs result from non-cancelable obligations that were properly incurred before the effective date of suspension or termination, were incurred not in anticipation of the suspension or termination, and the costs would be allowable if the Subaward were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- b) **Terms upon Termination.** Upon Termination, Recipient will:
  1. cease all work except to the extent that is minimally necessary to shut down operations;
  2. return or provide to FHI 360 all materials and work product related to this Subaward; and,
  3. provide FHI 360 with such services related to the transfer of tasks under the work statement to another recipient as is specified by FHI 360 upon termination.

Recipient will be reimbursed for services provided up to the effective date of termination and any such transfer costs as are specified and approved in advance by FHI 360, provided such services are in accordance with the provisions of this Subaward.

#### 17. DISPUTES

All disputes and differences that may arise out of or in connection with the terms of this Subaward will be settled by negotiations between the FHI 360's Technical Lead, and the Recipient's Technical Lead. If negotiations cannot be successfully concluded to the satisfaction of both parties within thirty (30) days, the dispute

## ATTACHMENT E

### General Terms and Conditions

will be referred to FHI 360's Director of Contracts and Grants and the Subawardee's Chief Executive Officer or designated representative for review and settlement. For non-U.S. domiciled Recipients, disputes which remain unresolved after sixty (60) days will be settled by arbitration in London, England, U.K. in accordance with the international arbitration rules of the International Chamber of Commerce. For U.S. based Recipients, disputes which remain unresolved after sixty (60) days will be settled by arbitration in Raleigh, North Carolina, in accordance with the arbitration rules of the American Arbitration Association. An arbitration panel of three (3) arbitrators will be selected, with each party designating a single arbitrator. The arbitrators designated by the parties will select the third arbitrator. The decision of the arbitration panel will be final. This Subaward is governed by and construed under the laws of the State of North Carolina, U.S.A. The provisions of the United Nations Convention for the International Sale of Goods are specifically excluded.

#### 18. INDEMNIFICATION

The Recipient will indemnify, defend, and hold FHI 360 harmless from any loss, damage, liability, claims, costs, demands, suits, or judgments, including reasonable attorney's fees, as a result of any damage or injury to the Recipient, its employees, officers, or agents, or injury to the property of Recipient, its employees, officers, or agents, or for any injury to third persons or their property which is directly or indirectly caused by the Recipient, its employees, officers, or agents, in the course of performance of any of the work specified in this Subaward.

#### 19. DELAYS

Whenever Recipient knows, or reasonably should know, that any actual or potential condition is delaying, or threatens to delay, the timely performance of work under this Subaward, Recipient will, within five (5) days, notify FHI 360's Technical Lead, in writing, providing all relevant information with respect to the delay.

#### 20. VALIDITY AND WAIVER

The invalidity in whole or in part of any provision of this Subaward will not affect the validity of other provisions. A waiver of a breach of any provision of this Subaward will not constitute a waiver of any subsequent breach of that provision or a breach of any other provision of this Subaward. The failure of FHI 360 to enforce at any time or from time to time any provision of this Subaward will not be construed as a waiver of the provision.

#### 21. LOBBYING ACTIVITIES

The Recipient agrees that no portion of the funds provided under the terms of this agreement shall be used to influence or attempt to influence an officer or employee of any government agency, to sponsor or support any political campaign on behalf of or in opposition to any candidate for public office or to otherwise attempt to influence local, state, federal or foreign legislation.

## ATTACHMENT F

### Family Health International (FHI 360) Supplemental Provisions for Subagreements under funding provided by the U.S. Department of Health & Human Services (DHHS) including National Institutes of Health (NIH) and Centers for Disease Control (CDC) Awards

#### **INCORPORATION OF U.S. GOVERNMENT TERMS AND CONDITIONS:**

This subaward is funded by the U.S. Government through FHI 360. Mandatory supplemental provisions follow:

- (a) Unless one of the exceptions provided in (b) below shall apply, the term "award" shall mean "subaward"; the term "recipient" shall mean "subrecipient/subgrantee"; the term "HHS" "NIH" or "CDC" shall mean "FHI 360"; and the term "Agreement Officer" shall mean the "FHI 360 authorized individual."
- (b) The following instances are exceptions to the general rules as provided in (a) above:
  - (1) Where it is clear, by the context of the provision itself or the conditions under which it is being applied, that the reference is intended to refer to the U.S. Government, its officers or agents, or the prime awardee specifically;
  - (2) Where an explicit provision of this Subaward states a contrary intent; or,
  - (3) Where interpretation in accordance with the rules state above would place the prime awardee in a position of violating the equivalent or related provisions of the prime award whereas construction of the terms without modification would not.
- (c) References in any standard provision to the "Disputes" clause will be construed as references to the "Disputes" provision contained in Attachment E, General Terms and Conditions. No provision of the Standard Provisions will be taken to imply any direct access on the part of the Recipient to the Disputes process as defined in the terms of the Prime Award.

#### **CODE OF FEDERAL REGULATIONS (CFR)**

This Subagreement is subject to the terms and conditions incorporated either directly or by reference in 45 CFR Part 74 or 45 CFR Part 92 as applicable.

#### **GRANTS POLICY STATEMENTS**

This Subagreement is subject to the provisions of the Grants Policy Statement including addenda in effect as of the beginning date of the budget period. FHI 360 may exercise exercise all rights of the awarding office. The NIH Grants Policy Statement may be found at:

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

For CDC funding, the HHS Grants Policy Statement may be found at:

<http://dhhs.gov/asfr/ogapa/aboutog/grantsnet.html>

#### **HUMAN SUBJECTS RESEARCH**

Recipient assures that all Recipient's personnel who are responsible for the design and conduct of projects involving human research participants have successfully completed their institutional training in accordance with NIH Guide, Notice OD-00-039

<http://grants.nih.gov/grants/guide/notice-files/NOT-OD-00-039.html>

#### **ACCOUNTING, AUDITS AND RECORDS**

This Subagreement is funded by the US Government through a cooperative agreement between Family Health International and a division of the US Department of Health and Human Services. In accordance with FHI 360's cooperative agreement, the Recipient must comply with the requirements of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or 45 CFR 74.26 (d) "Non-Federal Audits," as applicable. In accordance with these requirements, the Recipient agrees to provide audit coverage of this Subagreement and provide a copy of the audit to FHI 360 on an annual basis during the life of this Subagreement. If a copy of the Recipient's audit report, in compliance with OMB Circular A-133 or 45 CFR 74.26 (d), is not submitted to FHI 360 or if the report identifies materials issues, FHI 360 reserves the right to examine the Recipient's books, records, documents, and other evidence relating to expenditures for this Subagreement. FHI 360's examination, if necessary, may include periodic onsite reviews and audits to determine compliance with the terms and provisions of the Subagreement. The reviews and audits will also determine if Subagreement expenditures are adequately documented. These reviews and audits may be performed by FHI 360 or a representative designated by FHI 360. All payments shall be considered provisional and subject to adjustment within the total estimated costs in the event such adjustment is necessary as a result of an adverse audit finding against the Recipient.

The Recipient will ensure that authorized FHI 360, Sponsor, monitoring contractor, or regulatory authority personnel have direct access to Recipient and Site records relating to the study, including patient medical records, for monitoring, auditing, and inspection purposes.

#### **RECORD RETENTION**

The Recipient's records, which pertain to this Subagreement, shall be retained for a period of three years from the date of receipt of the last invoice or date of Subagreement completion. If the Recipient uses electronic systems for creating, modifying, maintaining, archiving,

## ATTACHMENT F

retrieving or transmitting any records that are required by, or subject to inspection by, the US FDA including, but not limited to, CRFs, medical records, informed consent records, test results, or other source documents, then Recipient warrants that such systems for such electronic records are in compliance with Section 21 CFR, Part 11.

### RESTRICTIONS ON EXPENDITURE OF FUNDS

To the extent the restrictions of 45 CFR Part 74 or 45 CFR Part 92 are pertinent to this award, the Recipient agrees to abide by the statutory and regulatory restrictions on the expenditure of federal funds.

### INTELLECTUAL PROPERTY

Recipients are responsible for reporting inventions derived or reduced to practice in the performance of work under this grant. Rights to inventions vest with the recipient organization provided certain requirements are met as outlined in the Grants Policy Statement. In addition, recipients must ensure that patent and license activities are consistent with their responsibility to make unique research resources developed under this award available to the scientific community, in accordance with HHS policy.

### EQUIPMENT AND SUPPLIES

Subject to the specific terms and conditions of this Subagreement, in general, title to equipment and supplies acquired by a recipient with NIH funds rests in the recipient upon acquisition, subject to the property management requirements of 45 CFR Parts 74.31, 74.34, 74.35, and 74.37, or 45 CFR Parts 92.32 and 92.33 and the NIH Grants Policy Statement.

### EXECUTIVE ORDER 13224 ON TERRORIST FINANCING

The Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this Subagreement.

### ORGANIZATIONS ELIGIBLE FOR ASSISTANCE

An organization that is otherwise eligible to receive funds under this subcontract to prevent, treat, or monitor HIV/AIDS shall not be required to endorse or utilize a multi-sectoral approach to combating HIV/AIDS, or to endorse, utilize, or participate in a prevention method or treatment program to which the organization has a religious or moral objection.

### CONDOMS

Information provided about the use of condoms as part of projects or activities that are funded under this subcontract shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID's fact sheet entitled, "USAID: HIV STI Prevention and Condoms. This fact sheet may be accessed at:

[http://www.usaid.gov/our\\_work/global\\_health/aids/TechArcas/prevention/condomfactsheet.html](http://www.usaid.gov/our_work/global_health/aids/TechArcas/prevention/condomfactsheet.html)

### PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING

- (a) The Recipient shall not use any of the funds made available under this contract to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
- (b) Except as provided in the second sentence of this paragraph, as a condition of entering into this contract or subcontract, a non-governmental organization or public international organization contractor/Recipient must have a policy explicitly opposing prostitution and sex trafficking. The following organizations are exempt from this paragraph: the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.
- (c) The following definition applies for purposes of this provision: Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).
- (d) The Recipient shall insert this clause in all subcontracts.
- (e) Any violation of this clause will result in the immediate termination of this subaward by FHI 360.

### COMBATING TRAFFICKING IN PERSONS

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

"Coercion" means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of a Recipient directly engaged in the performance of work under a Government contract, including all direct cost employees and any other

## ATTACHMENT F

Recipient employee who has other than a minimal impact or involvement in contract performance.

**"Individual"** means a Recipient that has no more than one employee including the Recipient.

**"Involuntary servitude"** includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

**"Severe forms of trafficking in persons"** means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

**"Sex trafficking"** means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

- (b) Policy. The United States Government has adopted a zero tolerance policy regarding Recipients and Recipient employees that engage in or support severe forms of trafficking in persons, procurement of commercial sex acts, or use of forced labor. During the performance of this contract, the Recipient shall ensure that its employees do not violate this policy.

- (c) Recipient requirements. The Recipient, if other than an individual, shall establish policies and procedures for ensuring that its employees do not engage in or support severe forms of trafficking in persons, procure commercial sex acts, or use forced labor in the performance of this contract. At a minimum, the Recipient shall—

- (1) Publish a statement notifying its employees of the United States Government's zero tolerance policy described in paragraph (b) of this clause and specifying the actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment;
- (2) Establish an awareness program to inform employees about—
  - i. The Recipient's policy of ensuring that employees do not engage in severe forms of trafficking in persons, procure commercial sex acts, or use forced labor;
  - ii. The actions that will be taken against employees for violation of such policy;
  - iii. Regulations applying to conduct if performance of the contract is outside the U.S., including—

- (A) All host country Government laws and regulations relating to severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor; and

- (B) All United States laws and regulations on severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor which may apply to its employees' conduct in the host nation, including those laws for which jurisdiction is established by the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261-3267), and 18 U.S.C. 3271, Trafficking in Persons Offenses Committed by Persons Employed by or Accompanying the Federal Government Outside the United States;

- (3) Provide all employees directly engaged in performance of the contract with a copy of the statement required by paragraph (c)(1) of this clause and obtain written agreement from the employee that the employee shall abide by the terms of the statement; and
- (4) Take appropriate action, up to and including termination, against employees or Recipients that violate the policy in paragraph (b) of this clause.

- (d) Notification. The Recipient shall inform the contracting officer immediately of—

1. Any information it receives from any source (including host country law enforcement) that alleges a contract employee has engaged in conduct that violates this policy; and
2. Any actions taken against employees pursuant to this clause.

- (e) Remedies. In addition to other remedies available to the Government, the Recipient's failure to comply with the requirements of paragraphs (c) or (d) of this clause may render the Recipient subject to—

- (1) Required removal of a Recipient employee or employees from the performance of the contract;
- (2) Required Recipient termination;
- (3) Suspension of contract payments;
- (4) Loss of award fee for the performance period in which the Government determined Recipient non-compliance;
- (5) Termination of the contract for default, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.

- (f) Subcontracts. The Recipient shall include the substance of this clause, including this paragraph (f), in all subcontracts for the acquisition of services.

### ADDITIONAL REQUIREMENTS FOR VOLUNTARY STERILIZATION PROGRAMS

- (1) None of the funds made available under this contract shall be used to pay for the performance of involuntary sterilization as a method of family

## ATTACHMENT F

planning or to coerce or provide any financial incentive to any individual to practice sterilization.

- (2) The Recipient shall ensure that any surgical sterilization procedures supported in whole or in part by funds from this contract are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent anytime prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.
- (3) Further, the Recipient shall document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or (ii) when a patient is unable to read adequately, a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall speak the same language as the patient.

The Recipient must retain copies of informed consent forms and certification documents for each voluntary sterilization procedure for a period of three years after performance of the sterilization procedure

### ABORTION RESTRICTIONS

- (1) No funds made available under this contract shall be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to women to coerce or motivate women to have abortions; (iii) payments to persons to perform abortions or to solicit women to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for abortion.
- (2) No funds made available under this contract will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or in performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not Requirement for Subagreements. The Recipient shall insert this provision in all subsequent subcontracts or subagreements involving family planning or population activities which will be supported in whole or in part with funds under this contract.

**US Government-Funded Assistance Subawards**  
**Required Certifications and Other Statements of Subawardee**

**SUBAWARDEE:** San Francisco Department of Public Health

**DUNS Number:** 10-371-7336

**COUNTRY:** USA

**FHI ID No.:** 0080.0167

**FCO No.:** 965

**Subaward Project Title:** Chemoprophylaxis for HIV Prevention in Men Expansion (IPrEX OLE)

**Certification Regarding Restrictions on Lobbying**

As a condition of entering into the referenced subaward, the undersigned hereby certifies on behalf of the Subawardee that to the best of his/her knowledge and belief:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Title 31, U.S. Code Section, 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## Certification Regarding Terrorist Financing

### Implementing Executive Order 13224

As a condition of entering into the referenced subaward, the undersigned hereby certifies on behalf of the Subawardee that to the best of his/her knowledge and belief:

1. To the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.
2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:
  - a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website : <http://www.treas.gov/offices/eotffe/ofac/sdn/t11sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
  - b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website:  
<http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
  - c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
  - d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
3. For purposes of this Certification-
  - a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification," communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."



b. "Terrorist act" means-

- (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
- (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
- (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of US Government funds or USG-financed commodities to the ultimate beneficiaries of USG assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

e. The Recipient's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

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- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Title 31, U.S. Code Section, 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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1. To the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.
2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:
  - a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website : <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
  - b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website:  
<http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
  - c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
  - d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
3. For purposes of this Certification-
  - a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification," communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."

b. "Terrorist act" means-

- (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
- (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
- (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of US Government funds or USG-financed commodities to the ultimate beneficiaries of USG assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

e. The Recipient's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

## Transparency Act

In accordance with the US Government's Federal Funding Accountability and Transparency Act (FFATA), FHI is required to ask the following questions:

Does 80% or more of your organization's annual gross revenue come from US Government sources (either as prime- or sub-awards)?

☐ Yes—continue to next question

☒ No—skip to signature section

If yes, do these revenues total at least \$25,000,000 annually?

☐ Yes—continue to next question

☐ No—skip to signature section


If yes, is information on the names and total compensation of the five highest-compensated individuals in your organization already reported to the public through periodic reports filed with the SEC or IRS?

☐ Yes—continue to signature section

☐ No—complete the following table for the five highest compensated individuals in your organization:

NAME AND TITLE	TOTAL ANNUAL COMPENSATION (USD VALUE INCLUDING CASH AND NON-CASH COMPENSATION)

These certifications and statements are an express term and condition of the subaward and any violation shall be grounds for immediate unilateral termination of the subaward by FHI prior to the end of its term.

  
Signature

1/24/12  
Date

Marcellina A. Ogbu, Dr PH  
Type or print name

Director, Community Programs  
Title

