APHIS Annual Agreements Meeting

June 21-22, 2011

Agreements Services Center

APHIS AGREEMENTS SERVICE CENTER (ASC)
ANNUAL MEETING AGENDA
Tuesday, June 21, 2011
Conference Center A & B

ASC Website: http://www.aphis.usda.gov/mrpbs/mfd/agreements_services_center.shtml

Eastern Daylight Time		
8:00 – 8:30	**REGISTRATION & LUNCH SELECTION--Riverdale**	**Maria Tinker** **Stacie Johnston**
8:30 – 8:45	**OPENING REMARKS**	**Michael Peranio** Branch Chief, FSB, FMD
8:45 – 9:00	**TECHNOLOGY TRANSFER AGREEMENTS (TTAs)**	**Anita Ridley** Manager, ASC

COOPERATIVE AGREEMENTS AND GRANTS

9:00 – 9:15	**AUTHORITIES AND POLICIES**	**Laura Cosgrove** Management Analyst, ASC
9:15 – 9:30	**NON-PROCUREMENT DEBARMENT, SUSPENSION, AND DISQUALIFICATION**	**Anita Ridley**
9:30 – 9:45	**PRE-AWARD COSTS**	**Anita Ridley**
9:45 – 10:00	**BREAK**	
10:00 – 10:30	**CENTRAL CONTRACTOR REGISTRY & DUNS** **FFATA SUB-RECIPIENT REPORTING**	**Tyson Whitney** USDA, OCFO Washington, DC
10:30 – 10:45	**INTERGOVERNMENTAL REVIEW PROCESS**	**Harvey Kincaid** Management Analyst, ASC
10:45 – 11:00	**REQUIRED DOCUMENTS**	**Christina Williams** Management Analyst, ASC
11:00 – 11:30	**REVIEW AND APPROVAL PROCESS**	**Anita Ridley**
11:30 – 12:30	**LUNCH**	
12:30 – 1:30	**DOCUMENTATION OF NEGOTIATIONS IN WORK PLANS/PROPOSALS**	**Harvey Kincaid**

1:30 – 1:45	**FINANCIAL PLAN**	**Anita Ridley**
1:45 – 2:00	**BREAK**	
2:00 – 2:30	**NEGOTIATION OF INDIRECT COST RATES**	**Kris Caraher** Accountant, UFS
2:30 – 2:45	**APPLICATION OF INDIRECT COST RATE AGREEMENT (ICRA)**	**Eileen Berke** Management Analyst, ASC
2:45 – 3:30	**DATA SHARING AND RESPONSIBILITIES**	**Kathy Handy**
3:30 – 4:00	**NON-DISCRIMINATION CLAUSE**	**Tanika Greene**
4:00 – 4:30	**INFORMATON SYSTEMS SECURITY**	**Danna Mingo** Information Technology Specialist, ITD
4:30	**CLOSING REMARKS**	

APHIS AGREEMENTS SERVICE CENTER (ASC)
ANNUAL MEETING
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Tuesday, June 21, 2011

ASC Website: http://www.aphis.usda.gov/mrpbs/mfd/agreements_services_center.shtml

TECHNOLOGY TRANSFER AGREEMENTS (TTAs) (Tab 1) **Anita Ridley**

- Types APHIS Uses
- Decision by Kevin Shea
- Training and Support from ARS
- Cost to NWRC
- Decision to write Chapter in draft based on NWRC process with ARS.

AUTHORITIES AND POLICIES (Tab 2) **Laura Cosgrove**

- Authorities and their Relationship to Agreements **
- 7 CFR 2.80, Secretary's Statutory Delegations to APHIS

Most commonly used for Agreements

- Chart of Administrative Guidelines

NON-PROCUREMENT DEBARMENT, SUSPENSION, & DISQUALIFICATION (Tab 3) **Anita Ridley**

- Refer to Article 4.i of the NOA Updated & includes Disqualification
- Regulations and Definitions
- Imposing Debarment and Suspension
- Causes
- Grantor/Grantee Responsibilities
- Excluded Parties List System

PRE-AWARD COSTS (Tab 4) **Anita Ridley**

- Characteristics of Pre-award Costs
- Process for Approval of Pre-award Costs
- Elements of a Pre-award Letter
- Sample Pre-award Letter from a Cooperator

BREAK @ 9:45 – 15 MINUTES

CENTRAL CONTRACTOR REGISTRY & DUNS (Tab 5) **Tyson Whitney**

FFATA SUB-RECIPIENT REPORTING (Tab 5) **Tyson Whitney**

INTERGOVERNMENTAL REVIEW PROCESS (Tab 6) **Harvey Kincaid**

- Overview
- Accommodate or Explain Provision
- Responsibilities
- Executive Order 12372
- Single Point of Contact (SPOC) List
- Sample SPOC Letter
- Applicability to Tribes

REQUIRED DOCUMENTS (Tab 7) **Christie Williams**

- Document Requirements Chart
- Checklist

REVIEW AND APPROVAL PROCESS (Tab 8) **Anita Ridley**

- Review and Approval Charts by Program Area (10)
- Will go over VS chart

LUNCH @ 11:30 – 1 HOUR

DOCUMENTATION OF NEGOTIATIONS IN WORK PLANS/PROPOSALS (Tab 9) **Harvey Kincaid**

- Responsible parties
- Work Plan Formulation Table
- Sample Work Plans (3)
- Required approvals by ROAR, ADO, ADODR
- ***Exercise on Evaluation of a Work Plan***

FINANCIAL PLAN (Tab 10) **Anita Ridley**

- Refer to Articles 4.c, 5.b and 22 of NOA (relates to cost share)
- Steps to Ensure Proper Financial Management
- Table of Allowable Costs Based on Cost Principles
- Definition of Cost Share versus Cost Match
- Components of Cost Sharing and Matching
- Sample Financial Plans
- Checklist for reviewing Detailed Financial Plan

BREAK @ 1:45 – 15 MINUTES

NEGOTIATION OF INDIRECT COST RATES (Tab 11) **Kris Caraher**

- Cognizant Agency
- Type of Rates – Fixed, Provisional, Final, Carryover

APPLICATION OF INDIRECT COST RATE AGREEMENT (ICRA) (Tab 12) **Eileen Berke**

- Overview
- Statutory Cap of 10 %

DATA SHARING AND RESPONSIBILITIES (Tab 13) **Kathy Handy**

- Refers to ARTICLE 6 of the NOA

NON-DISCRIMINATION CLAUSE (Tab 14) **Tanika Greene**

- Refers to ARTICLE 19 of NOA
- Enforcement by APHIS Program Managers (ADODRs)
- Posters, e.g., "And Justice for All"
- ADODR Enforcement and Accountability

INFORMATON SYSTEMS SECURITY (Tab 15) **Danna Mingo**

- Refers to Aritcles 4.l and 4.m of the NOA

TAB 1

TECHNOLOGY TRANSFER AGREEMENTS (TTA)

APHIS engages in 3 types of TTAs

- **COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT**
  - APHIS and a non-federal United States partner jointly participate in research and development efforts that may lead to the development of a commercial product or intellectual property and the transfer of technology
  - APHIS may receive, but not provide funds from the cooperating party.
- **MATERIAL TRANSFER AGREEMENT**
  - APHIS and the cooperator have a need to exchange tangible or non-tangible items, which may include sensitive items, biological items, intellectual property, and/or proprietary information which are or will be patented.
- **CONFIDENTIALITY (NON-DISCLOSURE) AGREEMENT**
  - APHIS is contemplating entering into a partnership with a cooperator that will require the receipt or disclosure of confidential information.

Any APHIS Program Unit wishing to enter into these agreements must secure services from the USDA Agricultural Research Service, Office of Technology Transfer and reimburse ARS for the services on an annual basis under an Interagency Agreement.

TAB 2

AUTHORITIES AND POLICIES

Laura Cosgrove
Management Analyst
United States Department of Agriculture,
Animal and Plant Health Inspection Service,
Marketing and Regulatory Programs and Business Services,
Financial Management Division,
Agreements Services Center

AUTHORITIES AND THEIR RELATIONSHIP TO AGREEMENTS

ATTACHMENT #1

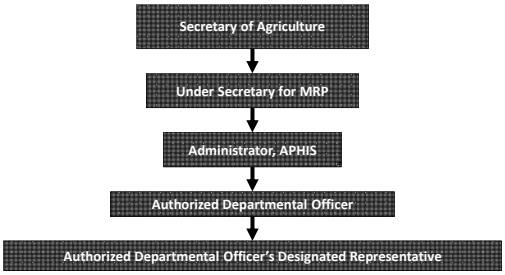
- VS PROGRAMS*
- PPQ & BRS PROGRAMS*
- WS PROGRAMS
- AC PROGRAMS
- ALL APHIS PROGRAMS WHEN USING ONLY COOPERATIVE AGREEMENTS FOR THE ACTIVITIES SPECIFIED IN THE CITE

SECRETARY'S STATUTORY DELEGATIONS TO APHIS

7 CFR 2.80

ATTACHMENT #2

Delegation of Authority



ORDER OF PRECEDENCE
RELEVANT LAWS, REGULATIONS, AND POLICIES

1. Statutes
2. Program Regulations
3. Administrative Regulations
4. OMB Circulars and other Directives
5. Agency Policy as documented in the APHIS Agreements Management Manual

Where to find more information on Authorities and Policies

APHIS Agreements Management Manual:

Chapter 3 – AUTHORITIES, REGULATIONS, AND OMB CIRCULARS

Chapter 4 – GRANTS AND COOPERATIVE AGREEMENTS

Administrative Guidelines

Applicable to All Recipients	
7 CFR 3015	2 CFR 417
7 CFR 3018	7 CFR 3021
OMB Circ A-133	

	State, Local & Indian Tribal	Institutions of Higher Learning	Nonprofit Institutions
OMB Admin Requirements	Circular A-102	2 CFR 215	2 CFR 215
OMB Cost Principles	2 CFR 225	2 CFR 220	2 CFR 230
USDA Admin Requirements	7 CFR 3016	7 CFR 3019	7 CFR 3019

Questions?

Contact Info:
Laura Cosgrove
Laura.S.Cosgrove@aphis.usda.gov
(301) 734-0815

AUTHORITIES MOST COMMONLY USED IN AGREEMENTS

(THE FOLLOWING CITE IS OFTEN USED FOR PPQ & BRS PROGRAMS.)

Under the Plant Protection Act (PPA), as amended, (7 USC §§ 7701 et. seq.), the Secretary of Agriculture is authorized to issue regulations and orders to prevent, detect, control, eradicate, suppress, or retard the spread of plant pests or noxious weeds into or within the United States and to cooperate with other Federal agencies or entities, States or political subdivisions of States, national governments, local governments of other nations, domestic or international organizations, domestic or international associations, and other persons to carry out the purposes of the PPA.

(THE FOLLOWING CITE IS OFTEN USED FOR VS PROGRAMS.)

Under the Animal Health Protection Act (AHPA), as amended, (7 USC §§ 8301 et. seq.), the Secretary of Agriculture is authorized to issue regulations and orders and to carry out operations and measures to prevent, detect, control, and eradicate diseases and pests of livestock and to cooperate with other Federal agencies, States or political subdivisions of States, national governments of foreign countries, local governments of foreign countries, domestic or international organizations, domestic or international associations, Indian tribes and other persons to carry out the purposes of the AHPA.

(THE FOLLOWING CITE IS OFTEN USED FOR WS PROGRAMS.)

Under the Act of March 2, 1931, as amended (7 USC 426), and the Act of December 22, 1987 (7 USC 426c), the Secretary of Agriculture may conduct a program of wildlife services with respect to injurious animal species and take any action the Secretary considers necessary in conducting the program. Additionally, the Secretary of Agriculture, except for urban rodent control, is authorized to conduct activities to control nuisance mammals and birds and those mammal and bird species that are reservoirs for zoonotic diseases. In carrying out a program of wildlife services involving injurious and/or nuisance animal species or involving mammal and bird species that are reservoirs for zoonotic diseases, the Secretary is authorized to cooperate with other Federal agencies, States, local jurisdictions, individuals, public and private agencies, organizations, and institutions.

(THE FOLLOWING CITE IS OFTEN USED FOR AC PROGRAMS)

Under the Animal Welfare Act (AWA) (7 USC §§ 2131 et. seq.), the Secretary is authorized to assure humane treatment and care for animals intended for use as pets, research, and exhibition and to cooperate with the officials of the various states or political subdivisions thereof in carrying out the purposes of this Act and of any State, local or municipal legislation or ordinance on the same subject.

(THE FOLLOWING CITE IS OFTEN USED BY ALL APHIS PROGRAMS WHEN USING ONLY COOPERATIVE AGREEMENTS FOR THE ACTIVITIES SPECIFIED IN THE CITE.)

Pursuant to 7 USC § 2279g, notwithstanding Chapter 63 of Title 31, APHIS is authorized to use cooperative agreements to reflect a relationship with a state or other cooperator to carry out programs to protect the nation's animal and plant resources or to carry out educational programs or special studies to improve the safety of the nation's food supply.

(ADD OTHER AUTHORITIES AS APPROPRIATE FOR THE PROJECT, INCLUDING COOPERATOR'S AUTHORITY, IF PRACTICAL.)

AUTHORITIES AND POLICIES: ATTACHMENT #2|Laura Cosgrove

[Code of Federal Regulations]
[Title 7, Volume 1]
[Revised as of January 1, 2010]
From the U.S. Government Printing Office via GPO Access
[CITE: 7CFR2.80]

[Page 271-274]

TITLE 7--AGRICULTURE

PART 2_DELEGATIONS OF AUTHORITY BY THE SECRETARY OF AGRICULTURE AND GENERAL OFFICERS OF THE DEPARTMENT--Table of Contents

Subpart N_Delegations of Authority by the Under Secretary for Marketing and Regulatory Programs

Sec. 2.80 Administrator, Animal and Plant Health Inspection Service.

(a) Delegations. Pursuant to Sec. 2.22(a)(2) and (a)(6) through (a)(9), and subject to reservations in Sec. 2.22(b)(2), the following delegations of authority are made by the Under Secretary for Marketing and Regulatory Programs to the Administrator, Animal and Plant Health Inspection Service: Exercise functions of the Secretary of Agriculture under the following authorities:

(1) Administer the Foreign Service personnel system for employees of the Animal and Plant Health Inspection Service in accordance with 22 U.S.C. 3922, except that this delegation does not include the authority to approve joint regulations issued by the Department of State relating to administration of the Foreign Service, nor an authority to represent the Department of Agriculture in interagency consultations and negotiations with the other foreign affairs agencies with respect to joint regulations.

(2) The Terminal Inspection Act, as amended (7 U.S.C. 166).

(3) The Honeybee Act, as amended (7 U.S.C. 281-286).

(4) Section 18 of the Federal Meat Inspection Act, as amended, as it pertains to the issuance of certificates of condition of live animals intended and offered for export (21 U.S.C. 618).

(5) The responsibilities of the United States under the International Plant Protection Convention.

(6) (Laboratory) Animal Welfare Act, as amended (7 U.S.C. 2131-2159).

(7) Horse Protection Act (15 U.S.C. 1821-1831).

(8) 28 Hour Law, as amended (49 U.S.C. 80502).

(9) Export Animal Accommodation Act, as amended (46 U.S.C. 3901-3902).

(10) Purebred animal duty-free-entry provision of Tariff Act of June 17, 1930, as amended (19 U.S.C. 1202, part 1, Item 100.01).

(11) Virus-Serum-Toxin Act (21 U.S.C. 151-159).

(12) Conduct diagnostic and related activities necessary to prevent, detect, control or eradicate foot-and-mouth disease and other foreign animal diseases (21 U.S.C. 113a).

(13) The Agricultural Marketing Act of 1946, section 203, 205, as amended (7 U.S.C. 1622, 1624), with respect to voluntary inspection and certification of animal products; inspection, testing, treatment, and certification of animals; and a program to investigate and develop solutions to the problems resulting from the use of sulfonamides in swine.

(14) Talmadge-Aiken Act (7 U.S.C. 450) with respect to cooperation with States in control and eradication of plant and animal diseases and pests.

(15) Defense Production Act of 1950, as amended (50 U.S.C. App. 2061 et seq.), and title VI of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5195 et seq.), relating to protection of livestock, poultry and crops and products thereof from biological and chemical warfare; and utilization or disposal of livestock and poultry exposed to radiation.

(16) The Federal Noxious Weed Act of 1974, as amended (7 U.S.C. 2801 note; 2814).

(17) The Endangered Species Act of 1973 (16 U.S.C. 1531-1544).

(18) Executive Order 11987, 3 CFR, 1977 Comp., p. 116.

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(19) Section 101(d), Organic Act of 1944 (7 U.S.C. 430).

(20) The Swine Health Protection Act, as amended (7 U.S.C. 3801-3813).

(21) Lacey Act Amendments of 1981, as amended (16 U.S.C. 3371-3378).

(22) Title III (and title IV to the extent that it relates to activities under title III) of the Federal Seed Act, as amended (7 U.S.C. 1581-1610).

(23) Authority to prescribe the amounts of commuted traveltime allowances and the circumstances under which such allowances may be paid to employees covered by the Act of August 28, 1950 (7 U.S.C. 2260).

(24) Provide management support services for the Grain Inspection, Packers and Stockyards Administration, and the Agricultural Marketing Service as agreed upon by the agencies with authority to take actions required by law or regulation. As used herein, the term management support services includes budget, finance, personnel, procurement, property management, communications, paperwork management, and related administrative services.

(25) Coordinate the development and carrying out by Department agencies of all matters and functions pertaining to the Department's regulation of biotechnology, and act as liaison on all matters and functions pertaining to the regulation of biotechnology between agencies within the Department and between the Department and other governmental and private organizations.

(26) The Act of March 2, 1931 (7 U.S.C. 426-426b).

(27) The Act of December 22, 1987 (7 U.S.C. 426c).

(28) Authority to work with developed and transitional countries on agricultural and related research and extension, with respect to animal and plant health, including providing technical assistance, training, and advice to persons from such countries engaged in such activities and the stationing of scientists at national and international institutions in such countries (7 U.S.C. 3291(a)(3)).

(29) With respect to land and facilities under his or her authority, exercise the functions delegated to the Secretary by Executive Order 12580, 3 CFR, 1987 Comp., p. 193, under the following provisions of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (``the Act''), as amended:

(i) Sections 104 (a), (b), and (c)(4) of the Act (42 U.S.C. 9604 (a), (b), and (c)(4)), with respect to removal and remedial actions in the event of release or threatened release of a hazardous substance, pollutant, or contaminant into the environment;

(ii) Sections 104(e)-(h) of the Act (42 U.S.C. 9604(e)-(h)), with respect to information gathering and access requests and orders; compliance with Federal health and safety standards and wage and labor standards applicable to covered work; and emergency procurement powers;

(iii) Section 104(i)(11) of the Act (42 U.S.C. 9604(i)(11)), with respect to the reduction of exposure to significant risk to human health;

(iv) Section 104(j) of the Act (42 U.S.C. 9604(j)), with respect to the acquisition of real property and interests in real property required to conduct a remedial action;

(v) The first two sentences of section 105(d) of the Act (42 U.S.C. 9605(d)), with respect to petitions for preliminary assessment of a release or threatened release;

(vi) Section 105(f) of the Act (42 U.S.C. 9605(f)), with respect to consideration of the availability of qualified minority firms in awarding contracts, but excluding that portion of section 105(f) pertaining to the annual report to Congress;

(vii) Section 109 of the Act (42 U.S.C. 9609), with respect to the assessment of civil penalties for violations of section 122 of the Act (42 U.S.C. 9622), and the granting of awards to individuals providing information;

(viii) Section 111(f) of the Act (42 U.S.C. 9611(f)), with respect to the designation of officials who may obligate money in the Hazardous Substances Superfund;

(ix) Section 113(k) of the Act (42 U.S.C. 9613(k)), with respect to establishing an administrative record upon which to base the selection of a response action and identifying and notifying potentially responsible parties;

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(x) Section 116(a) of the Act (42 U.S.C. 9616(a)), with respect to preliminary assessment and site inspection of facilities;

(xi) Sections 117 (a) and (c) of the Act (42 U.S.C. 9617 (a) and (c)), with respect to public participation in the preparation of any plan for remedial action and explanation of variances from the final remedial action plan for any remedial action or enforcement action, including any settlement or consent decree entered into;

(xii) Section 119 of the Act (42 U.S.C. 9119), with respect to indemnifying response action contractors;

(xiii) Section 121 of the Act (42 U.S.C. 9621), with respect to cleanup standards; and

(xiv) Section 122 of the Act (42 U.S.C. 9622), with respect to settlements, but excluding section 122(b)(1) of the Act (42 U.S.C. 9622(b)(1)), related to mixed funding agreements.

(30) With respect to facilities and activities under his or her authority, to exercise the authority of the Secretary of Agriculture pursuant to section 1-102 related to compliance with applicable pollution control standards and section 1-601 of Executive Order 12088, 3 CFR, 1978 Comp., p. 243, to enter into an inter-agency agreement with the United States Environmental Protection Agency, or an administrative consent order or a consent judgment in an appropriate State, interstate, or local agency, containing a plan and schedule to achieve and maintain compliance with applicable pollution control standards established pursuant to the following:

(i) Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as further amended by the Hazardous and Solid Waste Amendments, and the Federal Facility Compliance Act (42 U.S.C. 6901 et seq.);

(ii) Federal Water Pollution Prevention and Control Act, as amended (33 U.S.C. 1251 et seq.);

(iii) Safe Drinking Water Act, as amended (42 U.S.C. 300f et seq.);

(iv) Clean Air Act, as amended (42 U.S.C. 7401 et seq.);

(v) Noise Control Act of 1972, as amended (42 U.S.C. 4901 et seq.);

(vi) Toxic Substances Control Act, as amended (15 U.S.C. 2601 et seq.);

(vii) Federal Insecticide, Fungicide, and Rodenticide Act, as

amended (7 U.S.C. 136 et seq.); and

(viii) Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. 9601 et seq.).

(31) Authority to prescribe and collect fees under the Act of August 31, 1951, as amended (31 U.S.C. 9701), and sections 2508 and 2509 of the Food, Agriculture, Conservation, and Trade Act of 1990 (21 U.S.C. 136, 136a), as amended.

(32) The provisions of 35 U.S.C. 156.

(33) Enter into cooperative research and development agreements with industry, universities, and others; institute a cash award program to reward scientific, engineering, and technical personnel; award royalties to inventors; and retain and use royalty income (15 U.S.C. 3710a-3710c).

(34) The Alien Species Prevention and Enforcement Act of 1992 (39 U.S.C. 3015 note).

(35) Sections 901-905 of the Federal Agriculture Improvement and Reform Act of 1996 (7 U.S.C. 1901 note).

(36) Plant Protection Act, as amended (7 U.S.C. 7701-7786).

(37) Animal Health Protection Act (7 U.S.C. 8301-8317).

(38) Section 10504 of the Farm Security and Rural Investment Act of 2002 (7 U.S.C. 8318).

(39) Title V of the Agricultural Risk Protection Act of 2000 (7 U.S.C. 2279e and 2279f).

(40) The responsibilities of the United States related to activities of the Office International des Epizooties.

(41) Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (Title II, Subtitles B and C; of the Public Health Security and Bioterrorism Preparedness Response Act of 2002 (7 U.S.C. 8401 note, 8401, 8411)).

(42) Implement the information disclosure authorities of section 1619(b)(3)(A) of the Food, Conservation, and Energy Act of 2008 (7 U.S.C. 8791(b)(3)(A)).

(43) Section 7524 of the Food, Conservation, and Energy Act of 2008 (21 U.S.C. 113a note), except for the suspension, revocation, or other impairment of a permit issued under that section.

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(44) Section 10202 of the Food, Conservation, and Energy Act of 2008 (7 U.S.C. 7761).

(45) Section 10204 of the Food, Conservation, and Energy Act of 2008 (7 U.S.C. 7701 note).

(46) Section 14216 of the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246).

(b) Reservation. The following authority is reserved to the Under Secretary for Marketing and Regulatory Programs: The authority to make determinations under 35 U.S.C. 156 as to whether an applicant acted with due diligence.

[60 FR 56393, Nov. 8, 1995, as amended at 61 FR 68541, Dec. 30, 1996; 65 FR 49471, Aug. 14, 2000; 68 FR 27446, May 20, 2003; 70 FR 55706, Sept. 23, 2005; 74 FR 3411, Jan. 21, 2009]

TAB 3

GOVERNMENTWIDE NON-PROCUREMENT DEBARMENT AND SUSPENSION AND DISQUALIFICATION (DS&D) DEFINITIONS

References:

- 2 CFR 180 OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)
- 2 CFR 417 USDA Nonprocurement Debarment and Suspension (replaced 7 CFR 3017)
- USDA, Office of the Chief Financial Officer, Nonprocurement Debarment, Suspension,and Disqualification Guidance (issuance pending)

Agency: When used in Federal/OMB regulations, e.g., 2 CFR 180, refers to Department level.

When used in USDA regulations, e.g., 2 CFR 417, can refer to Department and sub-agency (e.g., APHIS) level.

Nonprocurement transaction (2 CFR 180.970): Any transaction (except procurement contracts), including but not limited to the following:

- Grants.
- Cooperative agreements
- Scholarships.
- Fellowships
- Contracts of assistance
- Loans.
- Loan guarantees
- Subsidies
- Insurances.
- Payments for specified uses.
- Donation agreements.

A nonprocurement transaction at any tier does not require the transfer of Federal funds.

Debarment: An action which excludes a person from participating in a covered transaction

Suspension: An action that immediately prohibits a person from participating in a covered transaction for a temporary period, pending completion of an investigation and such legal, debarment, or civil remedies as may ensue.

Disqualification: An action which disqualifies a person from one program, group of programs, or all USDA or Federal programs.

Person: An individual, corporation, partnership, association, unit of government, or legal entity, however, organized.

Adequate Evidence: Information sufficient to support a reasonable belief that a particular act or omission has occurred.

Voluntary Exclusion: Terms of a settlement agreement where a person agrees to be excluded. It has a governmentwide effect. (2 CFR 180.640)

GOVERNMENTWIDE NON-PROCUREMENT DS&D
DEFINITIONS - *Continued*

Covered Transaction: A transaction subject to the prohibitions in 7 CFR 417. It can occur at the:

- Primary tier – between a Federal agency and a person
- Lower tier – between the recipient and another person

Not Covered Transactions (2 CFR 180.215): A transaction that is:

- A direct award to:
  - A foreign government or foreign governmental entity;
  - A public international organization;
  - An entity owned (in whole or in part) or controlled by a foreign government; or
  - Any other entity consisting wholly or partially of one or more foreign governments or foreign governmental entities.
- A benefit to an individual as a personal entitlement, e.g., social security benefits (benefits received in an individual's business capacity are not excepted).
- Federal employment.
- A transaction that a Federal agency needs to respond to a national or agency-recognized emergency or disaster.
- A permit, license, certificate or similar instrument issued as a means to regulate public health, safety or the environment, unless a Federal agency specifically designates it to be a covered transaction.
- An incidental benefit that results from ordinary governmental operations.
- Any other transaction if:
  - The application of an exclusion to the transaction is prohibited by law; or
  - A Federal agency's regulation exempts it from coverage under this part.

GOVERNMENTWIDE NON-PROCUREMENT DS&D DEFINITIONS - Continued

Not Covered Transaction under 2 CFR 417.215: In addition to those listed in 2 CFR 180,215, USDA defines them as:

- An entitlement or mandatory award required by a statute (primary and lower tier).
- The export or substitution of Federal timber governed by the Forest Resources Conservation and Shortage Relief Act of 1990
- The receipt of licenses, permits, certificates, and indemnification under regulatory programs conducted in the interest of public health and safety, and animal and plant health and safety.
- The receipt of official grading and inspection services, animal damage control services, public health and safety inspection services, and animal and plant health and safety inspection services.
- If the person is a State or local government, the provision of official grading and inspection services, animal damage control services, animal and plant health and safety inspection services.
- The receipt of licenses, permits, or certificates under regulatory programs conducted in the interest of ensuring fair trade practices.
- Permits, licenses, exchanges and other acquisitions of real property, rights of way, and easements under natural resource management programs.
- Any transaction to be implemented outside the United States that is below the primary tier covered transaction in a USDA foreign assistance program.
- Any transaction to be implemented outside the United States that is below the primary tier covered transaction in a USDA export credit guarantee program or direct credit program.

Note:. A cause for suspension or debarment may be based on the actions of a person with respect to a procurement or nonprocurement transaction under a USDA program even if such transaction has been excluded from covered transaction status.

IMPOSING DEBARMENT VERSUS SUSPENSION

Suspension is imposed:

- First, after which the suspended person is promptly notified and given an opportunity to contest the suspension and have it lifted;
- As a temporary status of ineligibility for procurement and non-procurement transactions, pending completion of an investigation or legal proceedings; and
- Based on adequate evidence that there may be a cause for debarment of a person and that immediate action is necessary to protect the Federal interest.

Debarment is imposed:

- After giving a respondent notice of the action and an opportunity to contest the proposed debarment.
- For a specified period as a final determination that a person is not presently responsible, and
- Based on a preponderance of the evidence that a person has engaged in conduct that warrants a debarment.

NOTE: A cause for suspension or debarment may be based on the actions of a person with respect to a procurement or nonprocurement transaction under a USDA program even if such transaction has been excluded from covered transaction status.

CAUSES FOR DEBARMENT AND SUSPENSION
2 CFR 417.800

A person can be debarred or suspended for acts of fraud or wrongdoing including:

- Conviction of or civil judgment for:
    - Fraud
    - criminal offenses
    - violation of antitrust statutes
    - embezzlement
    - falsification or destruction of records
    - theft
    - forgery
    - bribery
    - false claims
    - receiving stolen property
    - obstruction of justice
- tax evasion
- false claims
- other offenses indicating a lack of business integrity/honesty
- Violation of a public agreement "so serious as to affect the integrity of an agency program", e.g.,
    - willful failure to perform
    - history of unsatisfactory performance of one or more public agreements
    - willful violation of statutory or regulatory provisions
- Knowingly doing business with debarred or suspended parties
- Failure to pay a substantial single or number of outstanding debts
- Violation of provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701)
- A nonprocurement debarment by any Federal agency taken before March 1, 1989
- A procurement debarment by any Federal agency taken pursuant to 48 CFR part 9, subpart 9.4, before August 25, 1995
- Violation of a material provision of a voluntary exclusion agreement entered into under §180.640 or of any settlement of a debarment or suspension action
- Any other cause of so serious or compelling a nature that it affects a person's present responsibility

DEBARMENT AND SUSPENSION

GRANTEE/GRANTOR RESPONSIBILITIES

Grantees (Recipients) must:

- Notify the agency if any of the principals:
  - Are presently excluded or disqualified;
  - have been convicted within the preceding three years of any of the offenses listed in 3017.800(a) or had a civil judgment rendered for any of the offenses within that time period; and /or
  - are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in 3017.800.
- Notify the agency if they or any of the principals at the next lower tier are presently excluded or disqualified (sub grants)
- Not do business with a debarred or suspended person on covered transactions.

APHIS must:

- check the Excluded Parties List System (EPLS) to determine whether a person is excluded (www.epls.gov);
- not knowingly enter into a grant with any barred or suspended Grantee;
- prove that the Grantee knowingly did business with a debarred or suspended person in order to debar and suspend the Grantee; and/or
- when justified for cause and based on the actions of a person, debar and/or suspend a person under a USDA program even if such transaction has been excluded from covered transaction status.

EXCLUDED PARTIES LIST SYSTEM (EPLS)
www.epls.gov

At a minimum, the EPLS indicates:

- **The full name (where available) and address of each excluded and disqualified person, in alphabetical order, with cross references if more than one name is involved in a single action;**
- **The type of action;**
- **The cause for the action;**
- **The scope of the action;**
- **Any termination date for the action;**
- **The Federal agency**
- **Name & telephone number of the agency point of contact for the action; and**
- **The Dun and Bradstreet Number (DUNS), or other similar code approved by the GSA, of the excluded or disqualified person, if available.**
- **Taxpayer Identification Number (TIN):**
  - **The EPLS database includes a field for the TIN (the social security number (SSN) for an individual) of an excluded or disqualified person.**
  - **Agencies disclose the SSN of an individual to verify the identity of an individual, only if permitted under the Privacy Act of 1974 and, if appropriate, the Computer Matching and Privacy Protection Act of 1988, as codified in 5 U.S.C. 552(a).**

TAB 4

CHARACTERISTICS OF PREAGREEMENT COSTS

Pre-award Costs:

- Are incurred prior to the effective date of the sponsored agreement
- Must be allowable if incurred after the effective date of the agreement.
- must be justified and necessary to meet project targets
- are unallowable unless approved by the sponsoring agency
- Approvals must be in writing in advance
- Include direct and indirect.
- Acceptance of costs as part of an indirect cost rate constitutes approval of those costs.
- If an audit reveals that costs approved by the awarding agency are otherwise not allowable (i.e., reasonable and necessary) the costs may then be disallowed.
- No approvals may be given which are inconsistent with the purpose or the provisions of the grant.

PROCESS FOR APPROVAL OF PRE-AWARD COSTS

A written request, from the Grantee's authorized official is to:

- be submitted to the ADO through the ADODR
- specify a start date for expenditure that is not more than 90 days in advance of the effective date of the award
- provide the reason it is necessary to start expending prior to award

Costs must be approved:

- per the provisions for allowable costs in:
  - 7 CFR 3019.27 & 2 CFR 220, (OMB Circular A-21 for IHEs)
  - 7 CFR 3019.27 & 2 CFR 230, (OMB Circular A-122 for Non-profits)
  - 7 CFR 3016.22 & 2 CFR 225, (OMB Circular A-87 for State, Local, Tribal Governments)
- in advance of their expenditure
- in writing
- by the ADO
- after the E.O. 12372 Intergovernmental Review (60 days) by the SPOC has been satisfied or waived
- at the Grantee's risk, <u>always</u>
- and include the period during which they are incurred in the agreement funding period.

The ADO is to:

- approve/disapprove
- state a specific spending limit of the funds to be expended under this temporary arrangement
- inform Grantee that reimbursement of pre-agreement costs is contingent upon full execution of the Grant
- ensure that the 90-day limit is not exceeded when approving the request
- ensure that the project start date in the Notice of Award is the same as the start date of the pre-award costs authorized in the pre-award letter
- ensure that pre-agreement costs are part of the total funding award as granted in the Notice of Award
- ensure that the agreement is signed in the same fiscal year as the pre-award costs are incurred.

ELEMENTS OF A PRE-AWARD LETTER

A pre-award letter is to:

- **Be addressed to the APHIS Authorized Departmental Officer (ADO) as awarding official;**
- **Be routed to the ADO through the Authorized Departmental Officer's Designated Representative (ADODR) for preliminary review and concurrence;**
- **Contain the date it is necessary to start work/obligation of funds;**
- **Contain the projected amount to be obligated during the pre-award period and include a schedule supporting anticipated needs when reasonable for the amount proposed and when required by the ADO;**
- **Include a programmatic justification demonstrating the need to start obligating funds before the agreement is signed;**
- **Contain a statement agreeing to adhere to and referencing the regulations applicable to federal assistance;**
- **Contain a statement acknowledging APHIS' lack of obligation to provide funding in the event an award is not made or is for a lesser amount than anticipated.**
- **Be concurred by the ADODR, financial staff, and program managers, when applicable.**
- **Be approved by the ADO (awarding official).**

SAMPLE PRE-AWARD LETTER FROM A COOPERATOR

March 27, 2011

TO: APHIS ADO (Insert Name of Awarding/Signatory Official)

THROUGH: APHIS ADODR

Dear (Insert name of ADO):

Your concurrence is requested to allow pre-award costs in the amount of $607,000 to begin work on (*upon date of your approval of this request/ or specify date)* on the Southeastern Boll Weevil Eradication Program in Region III of Mississippi. It is necessary to rent three offices for work units and to hire Field Unit Supervisors as soon as possible to be ready to provide eradication services in the early fall of this year. Personnel will require training in contract administration and chemical application prior to first treatments of fields, expected in early August. Cotton fields must be located, and coordination must be developed between Foundation employees and growers participating in the eradication effort.

Costs incurred prior to the signing of the Notice of Cooperative Agreement Award will not exceed one-fourth ($607,000) of the total Federal funds ($2,428,000) to be requested on the Application for Federal Assistance, SF-424. Enclosed is a schedule supporting anticipated needs for and use of the pre-award amount of $607,000.

I agree to manage the eradication program funded by Federal money in accordance with Title 7 Code of Federal Regulations Part 3016 and/or Part 3019, whichever is applicable; the associated OMB Guidance at Title 2 of the Code of Federal Regulations; and all other applicable laws, regulations, and guidelines.

I understand that APHIS is under no obligation, in the absence of appropriations, if the award is not made, or if an award is made for a lesser amount than expected.

Sincerely,

/s/

Insert name of Cooperator's signatory official
Insert title of Cooperator's signatory official

APHIS concurs and approves this request as indicated by the signatures below:

Concurrences: _____
ADODR Name **Date**

_____
Regional Budget Officer (if applicable) **Date**

_____
Program Financial Manager **Date**
(Required if agreement is signed by the Program Deputy Administrator or APHIS Administrator)

_____
MRPBS, FMD **Date**
(Required if agreement is signed by the Program Deputy Administrator or APHIS Administrator)

Approved: _____
APHIS ADO **Date**

cc:
ADO file
ADODR
MRPBS, FMD, FSB, ASC; Riverdale, MD (when applicable)
MRPBS, FMD, FOB, Payments Team, Minneapolis, MN
Program Financial Manager (when applicable)
Budget Analyst(s)

TAB 5

Transparency Act
Subaward Reporting and Executive Compensation

June 2011

Overview

- Transparency Act background
- What new reporting is required?
- Who is responsible for reporting?
- When does reporting begin?
- How do I report?
- What is FSRS?
- How long do I have to report?
- Summary

2

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 and subsequent 2008 amendments:

- Requires information disclosure of entities receiving Federal funding through Federal awards such as Federal contracts and their sub-contracts and Federal grants and their sub-grants
- Requires disclosure of executive compensation for certain entities
- Requires the establishment of a publicly available, searchable website that contains information about each Federal award (USAspending.gov)
- Requires agencies to comply with OMB guidance and instructions and assist OMB in implementation of website

3

What new reporting is required?

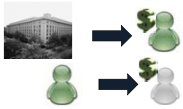
- Prime contract awardees of contracts $25K or more must report associated contract subawards
  - Data collection was phased in with all required contract subawards reporting in March 2011 (see slide 6 for more details)
- Prime grant awardees of grants $25K or more must report associated grant subawards
- Executive compensation information for awardees

NOTE: Classified information remains exempt from the prime and subaward reporting requirement

4

Who is responsible for reporting?

- Agencies must report prime award information



- Prime awardees must report subaward information

5

When does reporting begin?

- Contracts subward (sub-contracts only) reporting requirement was phased in:
  - **Phase 1:** Reporting subawards of prime awards valued greater than $20M began in **July 2010**
  - **Phase 2:** Reporting subawards of prime awards valued greater than $550K began on **October 1, 2010**
  - **Phase 3:** Reporting subawards of prime awards valued at $25K or more began on **March 1, 2011**
- Grants subaward (sub-grants only) reporting is required for all awards made on or after **October 1, 2010** for all prime grant awards $25K or more
  - FSRS reporting began on **October 29, 2010**

6

How do I report?

- Agencies must report **prime grant** award information through the **Federal Assistance Award Database System Plus format (FAADS+)**
  - **OMB Memo 09-19**
- Agencies must report **prime contract** award information through the **Federal Procurement Data System – Next Generation** (**FPDS-NG)**
- Prime contract and grant awardees must report **subaward** information through the **FFATA SubAward Reporting Systems (FSRS)**
- Prime contract and grant awardees must register with the **Central Contractor Registry (CCR)**
- If required, prime contract and grant awardees must report executive compensation through **CCR**

7

What is FSRS?

Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS)

FSRS is the FFATA Subaward Reporting System and can be found at www.fsrs.gov. Its functions include:

•Currently collects subcontract award information from prime awardees

•As of October 29th FSRS, collects subgrant award information

•Supports CSV "batch" inputs and XML inputs

- Pre-populates prime award information. Prime awardees enter following sub-award information if not pre-populated:
  - –Name of entity receiving award
  - –DBA name (Grants)
  - –Amount of award
  - –Subcontract/Subcontract Number
  - –Funding agency
  - –CFDA Number (Grants)
  - –NAICS (Contracts)
  - –Treasury Account Symbol (Contracts)
  - –Award title descriptive of the purpose of the funding action
  - –Location of the entity (including congressional district)
  - –Place of performance (including congressional district)
  - –Unique identifier (e.g., DUNS) of the entity and its parent and DUNS +4 (Grants)
  - –Total compensation and names of top five executives
- Leveraging Electronic Subcontract Reporting System (eSRS) so you do not need to re-register if you have an existing account in eSRS.

8

How long do I have to report?

All awardees must report by the end of the month following the month the award or obligation was made

- For example, if an award is made on October 10, 2010 the awardee would have until November 30, 2010 to report the award – all awards made during October will have until November 30, 2010 to report

9

Summary

Who?	Reports what?	How?
Agency	Prime award information for awards $25K or more	FAADS+ for grants, FPDS-NG for contracts
Prime contract awardee	Company information Executive compensation Contract subaward for awards $25K or more	CCR CCR or FSRS* FSRS
Prime grant awardee	Company information Executive compensation Grant subaward information for awards $25K or more	CCR CCR or FSRS* FSRS

* If executive compensation is not found in CCR it can be supplied through FSRS

Other guidance and documents help implement FFATA reporting requirements.

- The Office of Management & Budget has issued guidance related to Open Government and Transparency to include the April 6, 2010 memo requiring the reporting of first-tier subawards:
  - http://www.whitehouse.gov/sites/default/files/omb/assets/open_gov/OpenGovernmentDirective_04062010.pdf
- Section 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. Contains information on the FFATA reporting requirements for Federal contracts.
  - https://www.acquisition.gov/far/loadmainre.html, Section **52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.**
- On August 27, 2010, OMB issued guidance to federal agencies on implementation of the FFATA executive compensation and subaward reporting.
  - https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf

Questions or Comments

Federal Spending Transparency:
www.USASpending.gov

OMB's website for Federal Spending Transparency:
www.whitehouse.gov/omb/open

FFATA Sub-award Reporting System
www.fsrs.gov

OCFO: Tysonwhitney@cfo.usda.gov
(202) 720-8978

TAB 6

National Archives and Records Administration
Federal Register

Executive Order 12372--Intergovernmental review of Federal programs

Source: The provisions of Executive Order 12372 of July 14, 1982, appear at 47 FR 30959, 3 CFR, 1982 Comp., p. 197, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, including Section 401(a) of the Intergovernmental Cooperation Act of 1968 (42 U.S.C. 4231(a)), Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966 (42 U.S.C. 3334) and Section 301 of Title 3 of the United States Code, and in order to foster an intergovernmental partnership and a strengthened federalism by relying on State and local processes for the State and local government coordination and review of proposed Federal financial assistance and direct Federal development, it is hereby ordered as follows:

[Preamble amended by Executive Order 12416 of Apr. 8, 1983, 48 FR 15587, 3 CFR, 1983 Comp., p. 186]

Section 1. Federal agencies shall provide opportunities for consultation by elected officials of those State and local governments that would provide the non-Federal funds for, or that would be directly affected by, proposed Federal financial assistance or direct Federal development.

Sec. 2. To the extent the States, in consultation with local general purpose governments, and local special purpose governments they consider appropriate, develop their own processes or refine existing processes for State and local elected officials to review and coordinate proposed Federal financial assistance and direct Federal development, the Federal agencies shall, to the extent permitted by law:
(a) Utilize the State process to determine official views of State and local elected officials.
(b) Communicate with State and local elected officials as early in the program planning cycle as is reasonably feasible to explain specific plans and actions.
(c) Make efforts to accommodate State and local elected officials' concerns with proposed Federal financial assistance and direct Federal development that are communicated through the designated State process. For those cases where the concerns cannot be accommodated, Federal officials shall explain the bases for their decision in a timely manner.
(d) Allow the States to simplify and consolidate existing Federally required State plan submissions. Where State planning and budgeting systems are sufficient and

where permitted by law, the substitution of State plans for Federally required State plans shall be encouraged by the agencies.
(e) Seek the coordination of views of affected State and local elected officials in one State with those of another State when proposed Federal financial assistance or direct Federal development has an impact on interstate metropolitan urban centers or other interstate areas. Existing interstate mechanisms that are redesignated as part of the State process may be used for this purpose.
(f) Support State and local governments by discouraging the reauthorization or creation of any planning organization which is Federally-funded, which has a Federally-prescribed membership, which is established for a limited purpose, and which is not adequately representative of, or accountable to, State or local elected officials.

Sec. 3. (a) The State process referred to in Section 2 shall include those where States delegate, in specific instances, to local elected officials the review, coordination, and communication with Federal agencies.
(b) At the discretion of the State and local elected officials, the State process may exclude certain Federal programs from review and comment.

Sec. 4. The Office of Management and Budget (OMB) shall maintain a list of official State entities designated by the States to review and coordinate proposed Federal financial assistance and direct Federal development. The Office of Management and Budget shall disseminate such lists to the Federal agencies.

Sec. 5. (a) Agencies shall propose rules and regulations governing the formulation, evaluation, and review of proposed Federal financial assistance and direct Federal development pursuant to this Order, to be submitted to the Office of Management and Budget for approval.
(b) The rules and regulations which result from the process indicated in Section 5(a) above shall replace any current rules and regulations and become effective September 30, 1983.

[Sec. 5 amended by Executive Order 12416 of Apr. 8, 1983, 48 FR 15587, 3 CFR, 1983 Comp., p. 186]

Sec. 6. The Director of the Office of Management and Budget is authorized to prescribe such rules and regulations, if any, as he deems appropriate for the effective implementation and administration of this Order and the Intergovernmental Cooperation Act of 1968. The Director is also authorized to exercise the authority vested in the President by Section 401(a) of that Act (42 U.S.C. 4231(a)), in a manner consistent with this Order.

Sec. 7. The Memorandum of November 8, 1968, is terminated (33 *Fed. Reg.* 16487, November 13, 1968). The Director of the Office of Management and

Budget shall revoke OMB Circular A-95, which was issued pursuant to that Memorandum. However, Federal agencies shall continue to comply with the rules and regulations issued pursuant to that Memorandum, including those issued by the Office of Management and Budget, until new rules and regulations have been issued in accord with this Order.

Sec. 8. The Director of the Office of Management and Budget shall report to the President by September 30, 1984 on Federal agency compliance with this Order. The views of State and local elected officials on their experiences with these policies, along with any suggestions for improvement, will be included in the Director's report.

[Sec. 8 amended by Executive Order 12416 of Apr. 8, 1983, 48 FR 15587, 3 CFR, 1983 Comp., p. 186]

/s/ RONALD REAGAN

The White House
July 14, 1982

[Filed with the Office of the Federal Register,
3:18 p.m., July 14, 1982]

AUTHENTICATED
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INFORMATION
GPO

Orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

[48 FR 27222, June 14, 1983, as amended at 49 FR 38534, Oct. 1, 1984]

Subpart V—Intergovernmental Review of Department of Agriculture Programs and Activities

AUTHORITY: E. O. 12372, July 14, 1982 (47 FR 30959), as amended Apr. 8, 1983 (48 FR 15887): Sec. 401 of the Intergovernmental Cooperation Act of 1968, as amended (31 U.S.C. 6506); sec. 204 of the Demonstration Cities and Metropolitan Development Act of 1966, as amended (42 U.S.C. 3334).

SOURCE: 48 FR 29112, June 24, 1983, unless otherwise noted.

§ 3015.300 Purpose.

(a) The regulations in this part implement Executive Order 12372, "Intergovernmental Review of Federal Programs", issued July 14, 1982, and amended on April 8, 1983. These regulations also implement applicable provisions of section 401 of the Intergovernmental Cooperation Act of 1968 and section 204 of the Demonstration Cities and Metropolitan Development Act of 1966.

(b) These regulations are intended to foster an intergovernmental partnership and a strengthened Federalism by relying on State processes and on State, arewide, regional and local coordination for review of proposed Federal financial assistance and direct Federal development.

(c) The regulations are intended to aid the internal management of the Department, and are not intended to create any right or benefit enforceable at law by a party against the Department or its officers.

§ 3015.301 Definitions.

Department means the U.S. Department of Agriculture.

Order means Executive Order 12372, issued July 14, 1982, and amended April 8, 1983, and titled *Intergovernmental Review of Federal Programs.*

Secretary means the Secretary of the U.S. Department of Agriculture or an official or employee of the Department acting for the Secretary under a delegation of authority.

State means any of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, Guam, American Samoa, the U.S. Virgin Island, or the Trust Territory of the Pacific Islands.

§ 3015.302 Applicability.

The Secretary publishes in the FEDERAL REGISTER a list of the Department's programs and activities that are subject to these regulations and identifies which of these are subject to the requirements of section 204 of the Demonstration Cities and Metropolitan Development Act.

§ 3015.303 Secretary's general responsibilities.

(a) The Secretary provides opportunities for consultation by elected officials of those State and local governments that would provide the non-Federal funds for, or that would be directly affected by, proposed Federal financial assistance from, or direct Federal development by, the Department.

(b) If a State adopts a process under the Order to review and coordinate proposed Federal financial assistance and direct Federal development, the Secretary, to the extent permitted by law:

(1) Uses the State process to determine official views of State and local elected officials;

(2) Communicates with State and local elected officials as early in a program planning cycle as is reasonably feasible to explain specific plans and actions;

(3) Makes efforts to accommodate State and local elected officials' concerns with proposed Federal financial assistance and direct Federal development that are communicated through the State process;

(4) Allows the States to simplify and consolidate existing Federally required State plan submissions;

(5) Where State planning and budgeting systems are sufficient and where

Intergovernmental Review (SPOC List)

It is estimated that in 2009 the Federal Government will outlay $500 billion in grants to State and local governments. Executive Order 12372, "Intergovernmental Review of Federal Programs," was issued with the desire to foster the intergovernmental partnership and strengthen federalism by relying on State and local processes for the coordination and review of proposed Federal financial assistance and direct Federal development. The Order allows each State to designate an entity to perform this function. Below is the official list of those entities. For those States that have a home page for their designated entity, a direct link has been provided below by clicking on the State name.

States that are not listed on this page have chosen not to participate in the intergovernmental review process, and therefore do not have a SPOC. If you are located within a State that does not have a SPOC, you may send application materials directly to a Federal awarding agency.

Contact information for Federal agencies that award grants can be found in Appendix IV of the Catalog of Federal Domestic Assistance.

ARKANSAS
Tracy L. Copeland
Manager, State Clearinghouse
Office of Intergovernmental Services
Department of Finance and Administration
1515 W. 7th St., Room 412
Little Rock, Arkansas 72203
Telephone: (501) 682-1074
Fax: (501) 682-5206
tracy.copeland@dfa.state.ar.us

CALIFORNIA
Grants Coordination
State Clearinghouse
Office of Planning and Research
P.O. Box 3044, Room 222
Sacramento, California 95812-3044
Telephone: (916) 445-0613
Fax: (916) 323-3018
state.clearinghouse@opr.ca.gov

DELAWARE
Cathy Wolfe
Management Analyst
Office of Management and Budget
Budget Development, Planning & Administration
Haslet Armory, Third Floor
122 William Penn Street
Dover, Delaware 19901
Telephone: (302) 739-4206
Fax: (302) 739-5661
Cathy.Wolfe@state.de.us

DISTRICT OF COLUMBIA
Office of the City Administrator
1350 Pennsylvania Avenue, NW
Suite 533
Washington, DC 20004
Telephone: (202) 478-9200
dcgrants@dc.gov

FLORIDA
Lauren P. Milligan
Florida State Clearinghouse
Florida Dept. of Environmental Protection
3900 Commonwealth Blvd.
Mail Station 47
Tallahassee, Florida 32399-3000
Telephone: (850) 245-2161
Fax: (850) 245-2190
Lauren.Milligan@dep.state.fl.us

GEORGIA
Barbara Jackson
Georgia State Clearinghouse
270 Washington Street, SW, 8th Floor
Atlanta, Georgia 30334
Telephone: (404) 656-3855
Fax: (770) 344 -3568
gach@opb.state.ga.us

IOWA
Kathy Mabie
Iowa Department of Management
State Capitol Building Room G12
1007 E Grand Avenue
Des Moines, Iowa 50319
Telephone: (515) 281-8834
Fax: (515) 242-5897
Kathy.Mabie@iowa.gov

KENTUCKY
Lee Nalley
The Governor's Office for Local Development
1024 Capital Center Drive, Suite 340
Frankfort, Kentucky 40601
Telephone: (502) 573-2382 Ext. 274
Fax: (502) 573-1519
Lee.Nalley@ky.gov

MAINE
Linda LaPlante
State Planning Office
19 Union Street
38 State House Station
Augusta, Maine 04333-0038
Telephone: (207) 624-6200
Fax: (207) 287-6489
Linda.C.LaPlante@maine.gov

MARYLAND
Linda C. Janey, J.D.
Director, Maryland State Clearinghouse
For Intergovernmental Assistance
301 West Preston Street, Room 1104
Baltimore, Maryland 21201-2305
Telephone: (410) 767-4490
Fax: (410) 767-4480
ljaney@mdp.state.md.us

MICHIGAN

MISSOURI

Calvin Johnson
Southeast Michigan Council of Governments
535 Griswold, Suite 300
Detroit, Michigan 48226
Telephone: (313) 961-4266
Fax: (313) 961-4869
cjohnson@semcog.org

NEVADA
Gosia Sylwesprzak
Department of Administration
Nevada State Clearinghouse
Coordinator/SPOC
209 E. Musser Street, Room 200
Carson City, Nevada 89701
Telephone: (775) 684-0209
Fax: (775) 684-0260
clearinghouse@budget.state.nv.us

NORTH DAKOTA
Jim Boyd
ND Department of Commerce
1600 East Century Avenue, Suite 2
P.O. Box 2057
Bismarck, North Dakota 58502-2057
Telephone: (701) 328-2676
Fax: (701) 328-2308
jboyd@state.nd.us

SOUTH CAROLINA
Jean Ricard
Office of State Budget
1201 Main Street, Suite 870
Columbia, South Carolina 29201
Telephone: (803) 734-1314
Fax: (803) 734-0645
JRicard@budget.sc.gov

WEST VIRGINIA
Mary Jo Thompson
Director, Community Development Division
West Virginia Development Office
Building 6, Room 553
Capitol Complex
Charleston, West Virginia 25305
Telephone: 304-558-2234
Fax: 304-558-3248
Mary.j.thompson@wv.gov

GUAM
Roland C.P. Villaverde
Administrator
Guam State Clearinghouse
Office of *I Segundo na Maga'lahen Guåhan*
Office of the Governor
P.O. Box 2950
Hågatña, Guam 96932
Telephone: (671) 475-9380 ext. 901
Fax: (671) 477-2007
administrator@guamclearinghouse.com

PUERTO RICO
Ing. David Rodríguez / Luz H. Olmeda
Puerto Rico Planning Board
Federal Proposals Review Office
P.O. Box 41119
San Juan, Puerto Rico 00940-1119
Telephone: 787-723-6190
Fax: 787-722-6783
Olmeda_L@jp.gobierno.pr

Sara VanderFeltz
Federal Assistance Clearinghouse
Office of Administration
Commissioner's Office
Capitol Building, Room 125
Jefferson City, Missouri 65102
Telephone: (573) 751-0337
Fax: (573) 751-1212
sara.vanderfeltz@oa.mo.gov

NEW HAMPSHIRE
Joanne O. Morin
New Hampshire Office of Energy and Planning
Attn: Intergovernmental Review Process
Meghan McPherson
4 Chenell Drive, Second Floor
Concord, New Hampshire 03301
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Fax: (603) 271-2615
meghan.mcpherson@nh.gov

RHODE ISLAND
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Division of Planning
Rhode Island Department of Administration, 3rd Floor
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Providence, Rhode Island 02908
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UTAH
Becky Bruso
Utah State Clearinghouse
Governor's Office of Planning and Budget Utah State Capitol Complex
Suite E210, PO Box 142210
Salt Lake City, Utah 84114-2210
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AMERICAN SAMOA
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Office of Grants Policy/Office of the Governor
Department of Commerce
American Samoa Government
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NORTH MARIANA ISLANDS
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Debra Gottlieb (Acting Director)
Director, Office of Management and Budget
#41 Norre Gade Emancipation Garden Station, Second Floor
Saint Thomas, Virgin Islands 00802
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Fax: (340) 776-0069
dbgottlieb@omb.gov.vi

Changes to this list can be made only after OMB is notified by a State's officially designated representative. E-mail messages can be sent to Hai_Tran@omb.eop.gov. If you prefer, you may send correspondence to the following postal address:

Attn: Grants Management
Office of Management and Budget
New Executive Office Building, Suite 6025
725 17th Street, NW
Washington, DC 20503

Please note: Inquiries about obtaining a Federal grant should not be sent to the OMB e-mail or postal address shown above. The best source for this information is the *Catalog of Federal Domestic Assistance* or CFDA (http://www.cfda.gov) and the Grants.gov website (http://www.grants.gov).

Top of Page

Jeremiah W. (Jay) Nixon
Governor

State of Missouri
OFFICE OF ADMINISTRATION
Post Office Box 809
Jefferson City, Missouri 65102
Phone: (573) 751-1851
Fax: (573) 751-1212

Kelvin L. Simmons
Commissioner

September 28, 2010

Shirley Downing
Lincoln University
820 Chestnut Street
Jefferson City, MO 65101
downings@lincolnu.edu; helen.j.gregory@aphis.usda.gov

Dear Ms. Downing:

Subject **1103015**
Legal Name: Lincoln University
Agriculture Assistance
CFDA: 10.028 (Wildlife Services)
Project Description: Wildlife Initiative

The Missouri Federal Assistance Clearinghouse, in cooperation with state and local agencies interested or possibly affected, has completed the review on the above project application.

None of the agencies involved in the review had comments or recommendations to offer at this time. This concludes the Clearinghouse's review.

A copy of this letter is to be attached to the application as evidence of compliance with the State Clearinghouse requirements.

Please be advised that I am the contact for the Federal Funding Clearinghouse. You can send future requests to the following address: Sara VanderFeltz, Federal Funding Clearinghouse, 201 West Capitol, Room 125, and Jefferson City, Missouri 65101.

Sincerely,

Sara VanderFeltz

Sara VanderFeltz
Administrative Assistant

cc: Mid-Missouri

TAB 7

FORMS

What forms are required when entering into a Cooperative Agreement or Grant? And where can I find them?

APHIS Annual Agreements Meeting/
ADODR Training *June 2011*

Awards Phase	Recipient	APHIS
Preaward	. SF-424 Application . SF-424A Budget . SF-424B Assurances . Workplan, Financial Plan . Indirect Cost Rate Agreement (if applicable) . E.O. 12372 Clearance (SPOC) Letter (if applicable) . Cert., Regarding Lobbying .** . SF-LLL (Lobbying)** . APHIS 63 . Preaward Letter . Supplemental Cooperator Information Sheet	
Award		. Notice of Award . Designation of ADODR
Revision	Must submit any document that is changed: . SF-424 Application *** . SF-424A Budget . Workplan *** . EO 12372 Clearance (SPOC) Letter* . If revision amount changes an award to over $100,000, then . Anti-Lobby Cert. . SF-LLL	. Revision to the Notice of Award for Articles which change.
Continuation of Award into New Funding Period	. SF-424 Application . SF-424A, SF-424B . Workplan. Indirect Cost Agreement* . E.O. 12372 Clearance (SPOC) Letter . Cert. Regarding Lobbying ** . SF-LLL (Lobbying)**	. Notice of Award . Designation of ADODR
Post Award	. Request for Advance/ Reimbursement (SF-270) . Financial Report (SF-425) . Progress Report . Inventory Report	. Closeout (Interim and Final) . ADODR Summary Evaluation to ADO (Annual)

*Required when there is a change in scope of the project
**Required if total amount of award exceeds $100,000
***Abbreviated to document change in date, amount of funding, etc.

Agreement No.:_____
Accounting Code: _____

Checklist of Documents for Making Award Designations

Before Award, ensure these documents have been received:

_____ Decision Form

_____ Preaward Letter, if applicable

*____ Work Plan(s)/Project Proposal(s)

*____ Budget(s)

_____ APHIS-63 (New agreements only, to be prepared and submitted to ADO by ADODR)

*____ Notice of Award (NOA)

*____ SF-424

*____ SF-424A

_____ SF-424B

_____ Negotiated Indirect Cost Rate Agreement
(Copy required whenever indirect costs are assessed in budget)

_____ SF-LLL, Disclosure of Lobbying Activities (Awards > $100,000)

_____ Lobbying Certification Form (Awards > $100,000)

*____ Intergovernmental Review Process Letter from SPOC, if applicable

After Award, ADO issues:

_____ Letter to Cooperator designating ADODR
(If not done in "APHIS Agrees" article of Agreement)

_____ Letter to ADODR advising of the designation and the associated responsibilities

*For revisions, only these documents are required: SF-424, SF-424A, and Budgets are required only when there are changes in the funding levels or categories of cost. SPOC review is required only if the scope of the agreement changes.

FORMS

Pre-Award

Decision Template

History and Purpose:
When the change in Administration took place, originally, it was requested by the Office of the Secretary (OSEC) that they wanted a list of ALL agreements before they could be approved and executed.

A compromise was made, in an effort to save the time and manpower it would take for the approval of each agreement under OSEC's approval process.

It was decided that APHIS could approve their agreements on the Agency level.

For APHIS the Decision Template was created which included all the information that was originally requested to be given to OSEC. While each program may handle the process a little differently, the decision template was created for APHIS to have a uniform format that all Programs can use.

Approved and signed by Awarding official, ADO &ADODR

Pre-award costs should not be approved without this completed form.

FORMS

Pre-Award

Pre-Award Request Letter

Purpose:
If it is determined that there is not enough time to get an Agreement executed for the Cooperator needs to start incurring expenditures, the Cooperator may decide to submit a pre-award request letter to the ADO for up to 25% of the anticipated award amount. It must be Concurred by the Agreement Specialist, ADODR, and ADO. APHIS And the Cooperator have up to 90 days to get the Agreement executed.

The submission and approval of the letter is with the understanding that APHIS is under no obligation, in the absence of appropriations, if the award is not made, or if an award is made for a lesser amount than expected.

Anita Ridley will be going over a new version of the letter during her presentation of the review and approval process.

FORMS

Pre-Award

Application Forms (SF-424,a,b)

SF-424- Application
SF-424A- Budget
SF-424B- Assurances

Can be found at:
http://www.aphis.usda.gov/mrpbs/forms/index.shtml
or
http://www.aphis.usda.gov/mrpbs/forms/grants.shtml

*If you go to APHIS' Homepage, and type "forms" in the search box. Click on the first search result and it will bring you to a list of all the types of forms. These pre-award forms are Standard Forms (SF)
Supplemental Information as required to comply with the Federal Funding Accountability and Transparency Act (FFATA)

OMB Number: 4040-0004
Expiration Date: 04/31/2011

Application for Federal Assistance SF-424

Version 02

*1. Type of Submission:
☐ Preapplication
☐ Application
☐ Changed/Corrected Application

*2. Type of Application
☐ New
☐ Continuation
☐ Revision

*If Revision, select appropriate letter(s):
* Other (Specify):

*3. Date Received:

4. Application Identifier:

5a. Federal Entry Identifier:

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN):

*c. Organizational DUNS:

d. Address:

*Street1:
Street 2:
*City:
County:
*State:
Province:
Country:
*Zip/ Postal Code:

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
First Name:
Middle Name:
*Last Name:
Suffix:
Title:

Organizational Affiliation:

*Telephone Number:
Fax Number:
*Email:

OMB Number: 4040-0004
Expiration Date: 04/31/2011

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type: - Select One -

Type of Applicant 2: Select Applicant Type: - Select One -

Type of Applicant 3: Select Applicant Type: - Select One -

*Other (specify):

*10. Name of Federal Agency:

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*12. Funding Opportunity Number:

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

*15. Descriptive Title of Applicant's Project:

Attach supporting documents as specified in agency instructions.

OMB Number: 4040-0004
Expiration Date: 04/31/2011

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

*a. Applicant

*b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date:

*b. End Date:

18. Estimated Funding ($):

*a. Federal
*b. Applicant
*c. State
*d. Local
*e. Other
*f. Program Income
*g. TOTAL: $0.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
☐ c. Program is not covered by E.O. 12372.

*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)
☐ Yes ☐ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☐ **I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:
*First Name:
Middle Name:
*Last Name:
Suffix:
*Title:

*Telephone Number:
Fax Number:
*Email:
*Signature of Authorized Representative:
Date Signed:

OMB Number: 4040-0004
Expiration Date: 04/31/2012

Application for Federal Assistance SF-424 Version 02

*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry:	Item	Entry:
1.	**Type of Submission:** (Required): Select one type of submission in accordance with agency instructions. • Preapplication • Application • Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date.	10.	**Name Of Federal Agency:** (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
		11.	**Catalog Of Federal Domestic Assistance Number/Title:** Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
2.	**Type of Application:** (Required) Select one type of application in accordance with agency instructions. • New – An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify)	12.	**Funding Opportunity Number/Title:** (Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
		13.	**Competition Identification Number/Title:** Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
		14.	**Areas Affected By Project:** List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
3.	**Date Received:** Leave this field blank. This date will be assigned by the Federal agency.	15.	**Descriptive Title of Applicant's Project:** (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
4.	**Applicant Identifier:** Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.		
5a	**Federal Entity Identifier:** Enter the number assigned to your organization by the Federal Agency, if any.	16.	**Congressional Districts Of:** (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district. • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e. all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000.
5b.	**Federal Award Identifier:** For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.		
6.	**Date Received by State:** Leave this field blank. This date will be assigned by the State, if applicable.		
7.	**State Application Identifier:** Leave this field blank. This identifier will be assigned by the State, if applicable.		
8.	**Applicant Information:** Enter the following in accordance with agency instructions:		
	a. Legal Name: (Required): Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website.	17.	**Proposed Project Start and End Dates:** (Required) Enter the proposed start date and end date of the project.
	b. Employer/Taxpayer Number (EIN/TIN): (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444.	18.	**Estimated Funding:** (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
	c. Organizational DUNS: (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website.		
	d. Address: Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US).	19.	**Is Application Subject to Review by State Under Executive Order 12372 Process?** Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the
	e. Organizational Unit: Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the		

	assistance activity, if applicable.		State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State
	f. Name and contact information of person to be contacted on matters involving this application: Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.	20.	**Is the Applicant Delinquent on any Federal Debt?** (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. If yes, include an explanation on the continuation sheet.
9.	Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions. A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)	21.	**Authorized Representative:** (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)

BUDGET INFORMATION - Non-Construction Programs OMB Approval No. 0348-0044

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		$	$	$	$	$ 0.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY (1)	(2)	(3)	(4)	Total (5)
a. Personnel	$	$	$	$	$ 0.00
b. Fringe Benefits					0.00
c. Travel					0.00
d. Equipment					0.00
e. Supplies					0.00
f. Contractual					0.00
g. Construction					0.00
h. Other					0.00
i. Total Direct Charges (sum of 6a-6h)	0.00	0.00	0.00	0.00	0.00
j. Indirect Charges					0.00
k. TOTALS (sum of 6i and 6j)	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
7. Program Income	$	$	$	$	$ 0.00

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Previous Edition Usable

Standard Form 424A (Rev. 7-97)
Prescribed by OMB Circular A-102

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	$	$	$	$ 0.00
9.				0.00
10.				0.00
11.				0.00
12. TOTAL (sum of lines 8-11)	$ 0.00	$ 0.00	$ 0.00	$ 0.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$ 0.00	$	$	$	$
14. Non-Federal	0.00				
15. TOTAL (sum of lines 13 and 14)	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (Years) (b) First	(c) Second	(d) Third	(e) Fourth
16.	$	$	$	$
17.				
18.				
19.				
20. TOTAL (sum of lines 16-19)	$ 0.00	$ 0.00	$ 0.00	$ 0.00

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: 22. Indirect Charges:

23. Remarks:

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Standard Form 424A (Rev. 7-97) Page 2

INSTRUCTIONS FOR THE SF-424A

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0044), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separated by shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a *single* Federal grant program (Federal Domestic Assistance Catalog number) and *not requiring* a functional or activity breakdown, enter on Line 1 under Column (a) the Catalog program title and the Catalog number in Column (b).

For applications pertaining to a single program requiring budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the Catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the Catalog program title on each line in Column (a) and the respective Catalog number on each line in Column (b).

For applications pertaining to multiple programs where one or more programs require a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g)

For *new* applications, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5 - Show the totals for all columns used.

Section B Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Line 6a-i - Show the totals of Lines 6a to 6h in each column.

Line 6j - Show the amount of indirect cost.

Line 6k - Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

Line 7 - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program

SF-424A (Rev. 7-97) Page

INSTRUCTIONS FOR THE SF-424A (continued)

narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.

Section C. Non-Federal Resources

Lines 8-11 Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a) - Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b) - Enter the contribution to be made by the applicant.

Column (c) - Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d) - Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e) - Enter totals of Columns (b), (c), and (d).

Line 12 - Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f), Section A.

Section D. Forecasted Cash Needs

Line 13 - Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14 - Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15 - Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19 - Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20 - Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21 - Use this space to explain amounts for individual direct object class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor Agency.

Line 22 - Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23 - Provide any other explanations or comments deemed necessary.

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OMB Approval No.: 4040-0007
Expiration Date: 07/30/2010

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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Prescribed by OMB Circular A-102

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) assessment of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470); EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	* TITLE
Completed on submission to Grants.gov	
* APPLICANT ORGANIZATION	* DATE SUBMITTED
	Completed on submission to Grants.gov

Standard Form 424B (Rev. 7-97) Back

FORMS

Pre-Award

Negotiated Indirect Cost Rate Agreement

Must be requested from Cooperator (unless already provided, APHIS Agreements Specialist will usually request this along with any other necessary documents for the Award of an Agreement).

A copy is required whenever indirect costs are assessed in the budget for the agreement.

Must always be signed by **BOTH** parties: By APHIS and by Cooperator

**Eileen Berke and Kris Caraher will be going over this more in detail later on in the presentation

STATE AND LOCAL DEPARTMENT/AGENCY
INDIRECT COST NEGOTIATION AGREEMENT

DATE: JUNE 4, 2010

INSTITUTION:

California Department of Food and Agriculture
1220 N. Street, Room A-120
Sacramento, CA 95814

FILING REFERENCE:

This replaces Negotiation Agreement
Dated: April 30, 2009

The indirect cost rate(s) contained herein are for use on grants, cooperative agreements and contracts with the Federal Government to which the following applies: 2 CFR Part 225 "Cost Principles for State, Local, and Indian Tribal Governments," (OMB Circular A-87 Revised 5/4/95, as further amended 5/10/04). They are subject to the limitations contained in the 2 CFR Part 225 (OMB Circular A-87) and in Section II-A below. The rates were negotiated with the U.S. Department of Agriculture, Animal and Plant Health Inspection Service, in accordance with the authority contained in Appendix A of the Circular. [1]

SECTION I RATES:

Rate Type	Effective Dates	Rate(s)	Locations	Applicable To
Fixed	**July 1, 2010 to June 30, 2011**	**27.05%**	**All**	**All programs**

[1] **Direct Cost Base: The direct cost base equals total direct costs less any capital expenditures, pass-through fund, subcontracts, and other extraordinary or distorting items.**

Treatment of Fringe Benefits: Fringe benefits are identified with salaries and wages and are treated as direct or indirect costs, as appropriate.

Indirect Cost Negotiation Agreement
California Department of Food and Agriculture
Page 2

SECTION II GENERAL:

A. LIMITATIONS: Use of the rate(s) contained in this agreement are subject to any statutory or administrative limitation applicable to a given grant or contract and the availability of funds. Acceptance of the rate(s) agreed to herein is predicated on the conditions: (1) that no costs other than those incurred by the State or locality were included in the Agency's indirect cost pool as finally accepted and that such costs are legal obligations of the State or locality and allowable under the governing cost principles, (2) that the same costs that have been treated as indirect costs are not claimed as direct costs, (3) that similar types of costs have been accorded consistent accounting treatment, and (4) that the information used as a basis for acceptance of the rates agreed herein is not subsequently found to be materially inaccurate.

B. ACCOUNTING CHANGES: If a fixed or predetermined rate(s) is contained in this agreement, it is based on the accounting system in effect at the time the agreement was negotiated. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of the rate(s) require the prior approval of the authorized representative of the cognizant negotiation agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain such approval may result in subsequent cost disallowances. The cognizant negotiation agency must also be notified of any changes to the State or locality's organization structure which affect the amount of reimbursement resulting from the use of the rate(s).

C. FIXED RATES: If a fixed rate is contained in this agreement, it is based on an estimate of the costs which will be incurred during the period to which the rate applies. When the actual costs for such period have been determined, an adjustment will be made in a subsequent negotiation to compensate for the difference between the costs used to establish the fixed rate and actual costs. This approach is considered reasonable.

D. NOTIFICATION TO OTHER FEDERAL AGENCIES: Copies of this document may be provided to other Federal agencies as a means of notifying them of the agreement contained herein.

Indirect Cost Negotiation Agreement
California Department of Food and Agriculture
Page 3

E. SPECIAL REMARKS: Federal programs currently reimbursing indirect costs to this Agency by means other than the rate(s) cited in this agreement should be credited for such costs and the applicable rate cited herein be applied to the appropriate base to identify the proper amount of the indirect costs applicable to the program.

By California Department of Food and Agriculture	By the U.S. Department of Agriculture on behalf of the Federal Government
Signature	Signature
Ms. Kathy Alameda, Manager Federal Funds Management Office	Ms. Laura MacKenzie, Director Financial Management Division
Date 6/8/2010	Date 6/4/2010

FORMS

Pre-Award

SPOC Intergovernmental Review Process Letter

A **SPOC** is an individual within a state government structure, often residing in the Governor's office, that serves as a point of contact for the state's review of federal projects for which awards are anticipated.

For those applicants that have this process in their state, submit your application to the SPOC simultaneously to submitting to APHIS. A copy of the SPOC receipt and approval letter will be required at the time the award is made.

A chart indicating the states that require review of APHIS programs, and the names and telephone numbers For the point of contacts can be found in the toolkit under **"EO12372, APHIS-Specific Information:"**

http://www.aphis.usda.gov/mrpbs/fmd/toolkit.shtml

Jeremiah W. (Jay) Nixon
Governor

State of Missouri
OFFICE OF ADMINISTRATION
Post Office Box 809
Jefferson City, Missouri 65102
Phone: (573) 751-1851
Fax: (573) 751-1212

Kelvin L. Simmons
Commissioner

September 28, 2010

Shirley Downing
Lincoln University
820 Chestnut Street
Jefferson City, MO 65101
downingsg@lincolnu.edu; helen.j.gregory@aphis.usda.gov

Dear Ms. Downing:

Subject: **11030015**
Legal Name: Lincoln University
Agriculture Assistance
CFDA: 10.028 (Wildlife Services)
Project Description: Wildlife Initiative

The Missouri Federal Assistance Clearinghouse, in cooperation with state and local agencies interested or possibly affected, has completed the review on the above project application.

None of the agencies involved in the review had comments or recommendations to offer at this time. This concludes the Clearinghouse's review.

A copy of this letter is to be attached to the application as evidence of compliance with the State Clearinghouse requirements.

Please be advised that I am the contact for the Federal Funding Clearinghouse. You can send future requests to the following address: Sara VanderFeltz, Federal Funding Clearinghouse, 201 West Capitol, Room 125, and Jefferson City, Missouri 65101.

Sincerely,

Sara VanderFeltz
Administrative Assistant

cc: Mid-Missouri

FORMS

Pre-Award

Lobbying (Awards > $100,000)

Only if there is lobbying to disclose:
SF-LLL form can be found at:

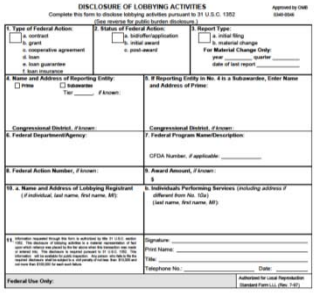
http://www.aphis.usda.gov/mrpbs/forms/sf.shtml
or
http://www.aphis.usda.gov/mrpbs/forms/grants.shtml

*If you go to APHIS' Homepage, and type "forms" in the search box. Click on the first search result and it will bring you to a list of all the types of forms.

These type of form is a Standard Form (SF)

Required for all awards over $100,000
Certification Regarding Lobbying to certify against involvement for conflict of interest can be found at:

http://www.aphis.usda.gov/mrpbs/forms/grants.shtml



DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	☐ a. initial filing ☐ b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: **Congressional District, if known:**	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:** **Congressional District, if known:**	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable:* _____	
8. Federal Action Number, *if known*:	**9. Award Amount, *if known*:** $	
10. a. Name and Address of Lobbying Registrant ***(if individual, last name, first name, MI):***	**b. Individuals Performing Services** ***(including address if different from No. 10a)*** ***(last name, first name, MI):***	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payments to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates it to, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

(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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization Name | PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature | Date

FORMS

Pre-Award

APHIS-63 Form

Purpose: Via APHIS policy, this form must be filled out to provide justification for non- competition/posting on grants.gov.

This form can be found at:
http://www.aphis.usda.gov/mrpbs/forms/aphis.shtml

APHIS internal form that has to be completed before **NEW** agreements can be put into place.

Does not have to be completed for a continuation of an award, unless the scope of the project changes and the award is again considered "new" and given a new agreement number.

Signed by ADODR as requisitioner, then ADODR submits to ADO to sign as approving official.

**Anita Ridley will be going over this more later in the review and approval process.

USDA-APHIS
Justification for Non-Competitive Federal Assistance

INSTRUCTIONS: Prepare in triplicate. Send the original to your Departmental Officer (Regional Directors: Directors of APHIS; Director and Assistant Deputy Administrator, AHP) Send one copy to the Budget and Accounting Division, retain one copy for your files.

RECOMMENDATION (negotiate only with the following)

For (description of supply or service)	AGREEMENT/GRANT NO.	ESTIMATED COST

Before requesting this non-competitive Federal Assistance, the following factors were considered and the following responses and narrative justification are provided to support this request. For each item, "X" one column only indicating yes or no. Provide narrative responses for all "YES" answers and attach to this form. Cite item number.

		YES	NO
1.	Is the item a patented, copyrighted or licensed item? If so, how is this material to your justification?		
2.	Does the applicant have a capability which is important to the specific effort and one that makes him clearly more desirable than another firm in the same general field? Explain.		
3.	Does the applicant possess prior experience, of a highly specialized nature, not possessed by others, which is important to the proposed effort as determined? Describe specialized experience.		
4.	Does the proposed applicant have personnel considered predominant experts in the particular field? In what respect? How was this determined?		
5.	Does the applicant have facilities and test equipment which are specialized and vital to the effort? Describe.		
6.	Does the applicant have a substantial investment of some kind which would have to be duplicated at Government expense by another firm entering the field? Explain.		
7.	If schedules are involved and are critical, can the selected applicant best meet them? Explain.		
8.	If lack of drawings or specifications are guiding factors, is the proposed applicant best able to perform under these conditions? Explain.		
9.	Is the effort a continuation of a previous effort performed by the proposed applicant? Explain.		
10.	Are there any unique factors to be considered? Describe.		
11.	Has this item or service been awarded previously? If so, what prior steps were taken to make this assistance award a competitive one?		
12.	Does this request represent an acceptance of an unsolicited proposal? If affirmative, how was proprietary information treated? What factors preclude competitive solicitations for same or similar results?		
13.	WHAT STEPS ARE TO BE TAKEN (data, trading, etc.) IN THIS AWARD TO INSURE THAT THE NEXT ASSISTANCE AWARD (if any) WILL BE PLACED ON A COMPETITIVE BASIS.		

14. **CERTIFICATION**
I hereby certify that to the best of my knowledge, no other item/service will reasonably substitute for the requested item or service.

NAME AND TITLE OF REQUISITIONER (type or print)	SIGNATURE	DATE SIGNED

☐ CONCUR ☐ DO NOT CONCUR	NAME AND TITLE OF APPROVING OFFICAL (type or print)	SIGNATURE	DATE SIGNED

APHIS FORM 63
(OCT 82)

FORMS

Pre-Award

Supplemental Cooperator Information Sheet

Purpose: To provide APHIS' agreement specialist with the necessary information to enter the agreement into the ACMS database and obligate funds. This form came to be by APHIS in interim while OMB is updating the forms.

This form is sent to the Cooperator by the APHIS Agreements Specialist for completion.

SUPPLEMENTAL COOPERATOR INFORMATION SHEET

Additional information needed to fulfill FFATA requirements.

Cooperator Name:	Agreement Number:
TEXAS PARKS & WILDLIFE DEPARTMENT	08-10-7100-0167-CA

Parent DUNS Number:	Primary Performance Street Address:
806782256	4200 SMITH SCHOOL ROAD

Primary Performance City:	Primary Performance State:
AUSTIN	TEXAS

Primary Performance Zip+4:	County of Primary Performance:	Primary Performance Country:
78704	TRAVIS	STATEWIDE

Performance in Multiple States:	Performance in Multiple Counties:
Yes or (No)	(Yes) or No

Comments:
WORK WILL OCCUR MULTIPLE SITES IN MULTIPLE COUNTIES

FORMS

Pre-Award

ADODR Designation Letter

Purpose: This letter, signed by the ADO for the agreement, is created by the APHIS' Agreements Specialist to formally designate the ADODR and outline his/her roles and responsibilities regarding the award.

USDA

United States Department of Agriculture
Animal and Plant Health Inspection Service
Wildlife Services
1400 Independence Avenue, SW
Washington, DC 20250

TO: JOHN BAROCH
WILDLIFE DISEASE BIOLOGIST
WILDLIFE SERVICES

FROM: THOMAS DeLIBERTO
NATIONAL WILDLIFE DISEASE COORDINAOR
WILDLIFE SERVICES

SUBJECT: AUTHORIZED DEPARTMENTAL OFFICER'S DESIGNATED REPRESENTATIVE (ADODR)
COOPERATIVE AGREEMENT NO., **10-7100-0315-CA**

You **are hereby** designated as Authorized Departmental Officer's Designated Representative (ADODR) for Cooperative Agreement Award No. **10-7100-0315-CA** in effect between the **COLORADO STATE UNIVERSITY** and the United States Department of Agriculture, Animal and Plant Health Inspection Service (APHIS), Wildlife Services.

This designation is an APHIS requirement in accordance with the APHIS Agreements Management Manual. You are responsible for the following:

Planning

1. Ensures statutory authority for programs prior to announcing opportunity or contacting intended recipient.
2. Ensures that appropriated funding is available and is used for the intended purpose.
3. Ensures that competition is considered when appropriate.
   a. Shall prepare funding opportunity announcement, as applicable. When required, collaborate with an Agreements Specialist to complete the necessary documents prior to posting the competitive announcement on Grants.gov.
   b. Shall prepare a Justification of Non-Competition (APHIS-63) when agreements are not competitive.
4. Ensures compliance with applicable mission related and grants management Federal laws, rules, regulations, policies and procedures in all phases of the process.

Preaward

1. Ensures applicant does not start work before the execution of the award by all parties, unless pre-award activities have been justified and approved by the Authorized Departmental Officer (ADO) in writing.
2. For competitive awards, develops evaluation criteria for conducting a fair and equitable evaluation. Once applications are received, coordinates evaluation of applications.

3. For cooperative agreements, works collaboratively with the applicant to document the negotiated terms and conditions, including each party's roles and responsibilities, in the work plan(s) and financial plan(s).
4. Approves work plan(s) and financial plan(s). When indirect costs are included in the financial plan, ensures that a current, signed indirect cost rate agreement is received.
5. When applicable, ensures compliance with Executive Order 12372, Intergovernmental Review of Federal Programs, as coordinated by the Single Point of Contact within the State.

Award

1. Reviews and provides assurance to the ADO that the terms and conditions of the Notice of Award (NOA) reflect the circumstances as presented in the work plan(s) and financial plan(s), including but not limited to:
   a. The summary of the project reflected in Article 1, Purpose, is appropriate and comprehensive. When awarding multiple projects under umbrella-type agreements, the summary should be comprehensive to all projects conducted under the award.
   b. Proper application of program income,
   c. loaned federal equipment,
   d. geospatial information systems,
   e. Information technology (Radios, GPS, computers, software sharing, etc.)
   f. cost sharing
2. Ensures that, when using umbrella-type agreements, all terms and conditions of the Notice of Award are applicable to all work plans and financial plans, e.g., if including the additive method of applying program income, that clause would pertain to all program income for any of the projects covered by separate workplans.

Post Award:

All post award activities are ongoing and can happen simultaneously.

1. Monitors and evaluates the recipient's performance through the timely submission of accomplishment reports. Resolves any discrepancies or deficiencies in program performance.
2. Documents and notifies the ADO of all performance issues/deficiencies and efforts made to correct them.
3. Ensures that the terms of the agreement remain current through monitoring the recipient's performance.
4. **Provides technical assistance to the recipient regarding program activities conducted within the scope and terms of the agreement.**
5. Reviews and accepts, if consistent with anticipated program expenditures and program accomplishments, all Financial Status Reports, SF-269, received from the recipient. Resolves discrepancies and notifies ADO of unresolved issues.

6. Reviews and certifies payment requests (SF-270) as correct and appropriate in accordance with program accomplishments and planned activities. Withholds certification of payment, as appropriate, in accordance with regulations and terms of the NOA.

Closeout

1. Ensures that physical inventories are conducted and reconciled as required under the regulations applicable to:
   a. recipient purchased equipment, and
   b. Federally-loaned equipment.
2. Determines when APHIS should take action to transfer title of federally funded property. Notifies ADO of need for transfer of equipment so that timely written notification by ADO can occur.
3. Ensures funds and a mechanism for payment are available to reimburse the cooperator for their pro-rata share (as determined by the cost share during the year of purchase) of the fair market value of the equipment at the time of transfer of title to the Federal Government.
4. Initiates, completes, and distributes closeout report (see the AAMM, Exhibit S-7) and ensures all actions addressed therein are completed.
   i. Ensures discrepancies are corrected.
   ii. Notifies the ADO of any financial collection required. (Including interest due, improper advances, overpayment, and/or reimbursement for lost destroyed, or damaged federal property).
   iii. Obtains all final reports related to performance, finance and any payment requests from the recipient.
   iv. Ensures that remaining available balances are deobligated.
5. Ensures the return of any federally-owned property that has been loaned to the cooperator and documents the condition of the property upon return to APHIS.
6. When necessary, takes action to resolve issues regarding lost, stolen, or damaged Federal property in accordance with Federal property management regulations.

Cooperator's must obtain, through the ADODRs, written approval of the ADO by amendment to the agreement, as appropriate, to change any of the terms and conditions of the Notice of Award, Work Plan, or Financial Plan.

If you have any questions regarding these responsibilities, your contact is **Christina L. Williams (301) 734-8109.**

DR. THOMAS DeLIBERTO
NATIONAL WILDLIFE DISEASE COORDINAOR, WILDLIFE SERVICES

FORMS

Post-Award

SF-270 Request for Advance or Reimbursement

SF-270 form can be found at:

http://www.whitehouse.gov/omb/grants_forms/

This form is completed by the Cooperator for the Advance or Reimbursement of Funds.

ADODR must sign and approve form before payment will be made.

REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

0348-0004

ADVANCE / REIMBURSEMENT

FINAL / PARTIAL

CASH / ACCRUAL

PERIOD COVERED BY THIS REQUEST

COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAM/FUNCTION/ACTIVITIES ►	(a)	(b)	(c)	(d)	TOTAL
a. Total program outlays to date (As of date)	$	$	$	$	0.00
b. Less: Cumulative program income					0.00
c. Net program outlays (Line a minus b)	0.00	0.00	0.00		0.00
d. Estimated net cash outlays for advance period					0.00
e. Total (Sum of lines c & d)	0.00	0.00	0.00		0.00
f. Non-Federal share of amount on line e					0.00
g. Federal share of amount on line e					0.00
h. Federal payments previously requested					0.00
i. Federal share now requested (Line g minus line h)	0.00	0.00	0.00		0.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances — 1st month					0.00
2nd month					0.00
3rd month					0.00

ALTERNATE COMPUTATION FOR ADVANCES ONLY

k. Estimated Federal cash outlays that will be made during period covered by the advance $

l. Less: Estimated balance of Federal cash on hand as of beginning of advance period $

m. Amount requested (Line k minus line l) $ 0.00

(Continued on Reverse)

Prescribed by OMB Circulars A-102 and A-110

CERTIFICATION

June 8, 2011

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11a, 11b, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

Item	Entry
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.
4	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert form, then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.
8	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.
Note:	The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.
11	The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
11a	Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
13	Complete the certification before submitting this request.

FORMS

Post-Award

FEDERAL FINANCIAL REPORT (SF-425)

SF-425 form can be found at:

http://www.whitehouse.gov/omb/grants_forms/

This form is completed by the Cooperator to report the financial status of the agreement.

FEDERAL FINANCIAL REPORT

(Follow form instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)	Page 1 of ___ pages	
3. Recipient Organization (Name and complete address including Zip code)			
4a. DUNS Number	4b. EIN	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)	6. Report Type ☐ Quarterly ☐ Semi-Annual ☐ Annual ☐ Final
7. Basis of Accounting ☐ Cash ☐ Accrual			
8. Project/Grant Period From: (Month, Day, Year)	To: (Month, Day, Year)	9. Reporting Period End Date (Month, Day, Year)	

10. Transactions — Cumulative

(Use lines a-c for single or multiple grant reporting)

Federal Cash (To report multiple grants, also use FFR Attachment):

a. Cash Receipts

b. Cash Disbursements

c. Cash on Hand (line a minus b)

(Use lines d-o for single grant reporting)

Federal Expenditures and Unobligated Balance:

d. Total Federal funds authorized

e. Federal share of expenditures

f. Federal share of unliquidated obligations

g. Total Federal share (sum of lines e and f)

h. Unobligated balance of Federal funds (line d minus g)

Recipient Share:

i. Total recipient share required

j. Recipient share of expenditures

k. Remaining recipient share to be provided (line i minus j)

Program Income:

l. Total Federal program income earned

m. Program income expended in accordance with the deduction alternative

n. Program income expended in accordance with the addition alternative

o. Unexpended program income (line l minus line m or line n)

	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
11. Indirect Expense							
			g. Totals				

12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation

13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

a. Typed or Printed Name and Title of Authorized Certifying Official

c. Telephone (Area code, number and extension)

d. Email address

b. Signature of Authorized Certifying Official

e. Date Report Submitted (Month, Day, Year)

14. Agency use only:

OMB Approved Number: 0348-0061

Expiration Date: 10/31/2011

Paperwork Burden Statement

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0061. Public reporting burden for this collection of information is estimated to average 18 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0061), Washington, DC 20503.

FORMS

Post-Award

Notice of Deobligation

Purpose:

Once APHIS ASC receives a "FINAL" SF-425, the remaining Unobligated Balance of Federal funds, (line 10, h.), will be subject to deobligation by APHIS.

*Once the period of performance has expired, if an unobligated balance remains, APHIS will issue a deobligation letter within 30 days. The letter will state our intent to deobligate any remaining unobligated balance on this agreement.

Once the letter is sent to the Cooperator, **if there is a need to submit a corrected SF-425, it must be received by APHIS within 14 days of the date of the letter.**

USDA

United States Department of Agriculture

Animal and Plant Health Inspection Service

4700 River Road, Unit 55, Riverdale, MD 20737

Date: *(Insert actual signature)*

To: *(Insert Cooperator's Signatory Official's name and mailing address)*

Subject: Notice of Deobligation
APHIS Agreement No. *(Insert number, e.g., 10-7000-7000-CA)*

This notice is to inform you that we are initiating action to deobligate the remaining unobligated balance of $*(Insert amount)* in Federal funds awarded to you under the subject agreement between your organization and our Agency. This deobligation is based on the amount you reported in Block 10.h. of your final Federal Financial Report (FFR).

This letter serves as an acknowledgement of receipt of your final reports and that your organization has fulfilled the terms and conditions of the agreement. Accordingly, our Agency is the sole final Grant payment for any additional obligations by your organization in excess of those reported in your final FFR and final SF-270, Request for Advance or Reimbursement. This action will complete a financial close out of the subject agreement.

However, in accordance with Federal Regulations, the financial closeout of this agreement does not affect the following requirements:

- APHIS' right to disallow costs and recover funds on the basis of a later audit or other review;
- The Grantee's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
- Records retention requirements or APHIS' right to see records;
- Property management requirements;
- Program income or purchase requirements; and
- Audit requirements.

The deobligation will be executed 14 days from the date of this letter. If there is a need to issue a corrected FFR, please notify APHIS' designated representative, *(Insert name)*, and submit a corrected final FFR to our representative to be received by APHIS within that 14 day period.

Sincerely,

(Insert Authorized Representative Official's name and signature block)

Enclosure: Final FFR

cc:
(Insert APHIS POC name)
ARD file
(Insert name of Cooperator's SF-425 Authorized Certifying Official)
(Insert name(s) of APHIS budget analysts)

APHIS Animal and Plant Health Inspection Service
APHIS, Emergency and Agriculture Management
An Equal Opportunity Provider and Employer

(Insert Cooperator addressee's name) Page 2

FOR USDA, APHIS USE ONLY

Deobligation Notice to Financial Services Division, Minneapolis Financial Service Branch, Payments Team: Please take action to deobligate the amount(s) reflected below for Agreement No. *(Insert number)*. A printed screen is attached showing the amount has been posted in the APHIS Cost Management System. Accordingly, this revision to the award amount is also to be reported in the Federal Assistance Awards Data System. Accounting information is provided below:

Budget Object Class Code: *(Insert code)*
Accounting Code(s) & Deobligation Amount(s): *(Insert amounts with corresponding codes)*

Signature:_____

(Insert typed name of Agreements Specialist) Date

Thank You!

If you have any further questions about this presentation once the other forms in the chart have been presented in more detail, please feel free to contact me at the phone number or e-mail address below:

Christina L. Williams
301-734-8109
Christina.L.Williams@aphis.usda.gov

TAB 8

OFFICE OF THE ADMINISTRATOR
REVIEW AND APPROVAL PROCESS
FOR
NEW, REVISED, AND CONTINUED COOPERATIVE AGREEMENTS AND GRANTS
AGENCY LEVEL PROGRAMS 1/

(Refer to the Glossary for definitions of acronyms and terms.)

Step	Action Needed	Responsibility of	Timeframes
1	Appoint and notify an ADODR. Notify the ASC Analyst (via the ADODR, if convenient).	ADO	Prior to discussion/ negotiation with the ROAR
2	Prepare, for the signature of the ADO, an ADODR designation letter outlining responsibilities. Provide a copy to the ADODR and review the content with any new ADODR. Notify the ADODR that the original will be forwarded once signed along with a copy of the signed agreement.	ASC Analyst	Prior to discussion/ negotiation with the ROAR
3	As required, submit a list of agreements to be funded to the FMD, BESB. **3/** Revisions that broaden the scope and adjust the funding are subject to this process. As required, submit a list of agreements to be revised to the ODA.	ADODR	At least 4 months prior to project start date
4	Consolidate ADODR requests and submit to the Administrator for approval.	BESB	At least 3 months prior to project start date.
5	For new agreements, determine program and administrative authority for entering into an agreement for the proposed activity and verify with the ADO, as needed. Skip this step for revision and continuations unless changes in the original agreement add activities that could be outside the scope of the authority.	ADODR and ASC Analyst	Upon considering a program for funding and prior to negotiating an agreement
6	Develop and post an announcement to grants.gov, if competition is applicable.	ADODR and ASC Analyst	Upon considering a program for funding
7	Determine whether the applicant is debarred or suspended. If "no", proceed to the next step. If "yes", stop. We are prohibited from entering into an agreement with that applicant. Refer to 2 CFR 417.215 for exclusions, i.e., for not covered transactions. Skip this step for revisions only.	ADODR and ASC Analyst	1 work day and prior to entering into negotiations with an applicant

Step	Action Needed	Responsibility of	Timeframes
8	Negotiate and develop a work plan and financial plan and negotiate the terms and conditions of the Notice of Award, or changes thereto for revisions and continuations.	ADODR and ROAR	As needed **3/**
9	Submit the work plan and financial plan to the SPOC, if applicable to CFDA No. 10.025, along with any other forms required by the state's SPOC. If the work plan and financial plan are not sufficiently finalized, this part of the process would occur later (see Step 20). For revisions and continuations, review the SPOC response in the initial year of the agreement to determine whether the review and clearance was (1) applicable to the current year or life of the project or (2) waived for the current year or life of the project. Depending on the response, this step might not be necessary for these two actions.	ROAR ADODR and ASC Analyst verify SPOC intent.	For new agreements, 65 Calendar days. For revisions and continuations, 35 calendar days
10	If necessary, obtain written approval from the ADO through the ADODR/ASC to incur pre-award costs. Approval is granted only if EO 12372 Intergovernmental Review of 10.025 is not required by the SPOC or it has been completed.	ROAR	Before work commences
11	Submit the draft work plan and financial plan to the ASC Analyst for review.	ADODR	As needed **3/**
12	Review the work plan and financial plan for adequacy, completeness, and compliance with authorities, regulations, and policies. Clear up any issues with the ADODR. Steps 8, 11, and 12 will be repeated, if needed. Prepare the Notice of Award. When applicable, coordinate review of the draft work plans and financial plan by the NPM. Otherwise, proceed to Step 14.	ASC Analyst	10 work days
13	Review draft work and financial plans and notify the ASC Analyst of any changes to/approval of the drafts.	NPM **4/**	5 work days
1413	If necessary, coordinate review and comment by the ITD and LPA; and. **5/**	ASC Analyst	5 workdays
1514	If necessary, coordinate the OGC review and comment of the **final draft**: and. **6/**	ASC Analyst	3 - 6 months
1615	If necessary, coordinate the DOS review and comment.	OGC	6-12 months
1716	Incorporate changes from the headquarters review parties. Resolve any conflicts in the parties' comments, and submit to the ADODR for concurrence.	ASC Analyst	As needed
1617	Review changes, if any, resulting from headquarters review; and obtain the applicant's/recipient/s concurrence. If changes are not accepted or are countered with alternatives, Steps 8 and 11-17 will be repeated, as needed. Notify the ASC of concurrence.	ADODR	As needed **3/**

Step	Action Needed	Responsibility of	Timeframes
1918	Upon obtaining concurrence for any changes from the ADODR, finalize the agreement package and submit it to the recipient for signature.	ASC Analyst	5 workdays
2019	Submit the application package to the SPOC, if applicable to CFDA No. 10.025 and the process was not completed at Step 9.	ROAR	Refer to Step 8
2120	Submit all required documents to the ASC for signature.	ROAR	10 workdays
2221	Prepare an APHIS-16R to route for required approvals to the ADO for signature.	ASC Analyst	Upon receipt.
2322	Return the signed agreement to the ASC Analyst for distribution.	ADO	5 work days
2423	Enter the agreement into ACMS and distribute a copy to the ADODR, recipient, budget analyst(s), and Minneapolis FOB (with printed ACMS data entry screen for obligation). Retain the original in the ADO file. The signed ADODR letter can be distributed at this point as follows: original to the ADODR and a copy to the remaining parties and ADO file.	ASC Analyst	1 work day

1/ This chart pertains only to agreements that originate in Headquarters for the Office of the Administrator. For agreements that originate in the Programs or in the field that must be signed by the Administrator, refer to the exhibit for the particular Program

2/ This process can include additional documentation such as a Decision Template prepared for each proposed agreement, if required due to current Departmental policy and guidance provided by APHIS Management.

3/ This timeframe must take into consideration the required project start date and the timeframes required to complete all steps necessary for full execution (signature) of the agreement prior to commencement of program activities and expenditures.

4/ The NPM and ADODR, in some situations, is the same person. If so, Steps 5-8, 11 and 13 would be performed simultaneously followed by Steps 9-10, 12, and 14-24 respectively.

5/ ITD review is required if computers, databases, software, telephones, cell phones, radios, or other information technology components are involved. LPA review is required if publications, audio/visuals, Freedom of Information Act, and Privacy Act components are included.

6/ Drafts submitted to OGC are to be in the final APHIS version, i.e., all interested APHIS parties are to review and provide/incorporate agreed to changes prior to submitting the document for review.

ANIMAL CARE
REVIEW AND APPROVAL PROCESS
FOR
NEW, REVISED, AND CONTINUED COOPERATIVE AGREEMENTS AND GRANTS
HEADQUARTERS AND REGIONAL PROGRAMS

(Refer to the Glossary for definitions of acronyms and terms.)

Step	Action Needed	Responsibility of	Timeframes
1	Appoint and notify an ADODR. Notify the ASC Analyst (via the ADODR, if convenient).	ADO	Prior to discussion/ negotiation with the ROAR
2	Prepare, for the signature of the ADO, an ADODR designation letter outlining responsibilities. Provide a copy to the ADODR and review the content with any new ADODR. Notify the ADODR that the original will be forwarded once signed along with a copy of the signed agreement.	ASC Analyst	Prior to discussion/ negotiation with the ROAR
3	As required, submit a list of agreements to be funded to the RMS staff through the Regional Director (when a Regional agreement) for the approval. **1/** Revisions that broaden the scope and adjust the funding are subject to this process. As required, submit a list of agreements to be revised to the RMS through the Regional Director (when a Regional agreement.)	ADODR	At least 4 months prior to project start date
4	For new agreements, determine program and administrative authority for entering into an agreement for the proposed activity and verify with the ADO, as needed. Skip this step for revision and continuations unless changes in the original agreement add activities that could be outside the scope of the authority.	ADODR, RMS Liaison, and ASC Analyst	Upon considering a program for funding and prior to negotiating an agreement
5	Develop and post an announcement to grants.gov, if competition is applicable. Prior to posting, obtain review and approval of the Program Unit IT Officer and ITD. **3/** If a project is not competed, this will be accomplished in a later step.	ADODR, RMS Liaison, and ASC Analyst	Upon considering a program for funding
6	Determine whether the applicant is debarred or suspended. If "no", proceed to the next step. If "yes", stop. We are prohibited from entering into an agreement with that applicant. Refer to 2 CFR 417.215 for exclusions, i.e., for not covered transactions. Skip this step for revisions only.	ADODR, RMS Liaison, and ASC Analyst	1 work day and prior to entering into negotiations with an applicant
7	Negotiate and develop a work plan and financial plan and negotiate the terms and conditions of the Notice of Award, or changes thereto for	ADODR and ROAR	As needed **2/**

Step	Action Needed	Responsibility of	Timeframes
	revisions and continuations.		
8	Submit the work plan and financial plan to the SPOC, if applicable to CFDA No. 10.025, along with any other forms required by the state's SPOC. If the work plan and financial plan are not sufficiently finalized, this part of the process would occur later (see Step 18). For revisions and continuations, review the SPOC response in the initial year of the agreement to determine whether the review and clearance was (1) applicable to the current year or life of the project or (2) waived for the current year or life of the project. Depending on the response, this step might not be necessary for these two actions.	ROAR ADODR and ASC Analyst verify SPOC intent.	For new agreements, 65 Calendar days. For revisions and continuations, 35 calendar days
9	If necessary, obtain written approval from the ADO through the ADODR/ASC to incur pre-award costs. Approval is granted only if EO 12372 Intergovernmental Review of 10.025 is not required by the SPOC or it has been completed.	ROAR	Before work commences
10	Submit the draft work plan and financial plan to the RMS Liaison for review.	ADODR	As needed **2/**
11	Ensure the proposed project is consistent with budget plans and goals and objectives and submit the draft work plan and financial plan to the ASC Analyst. Submit the package to the Program Unit IT Officer for review and approval. **3/**	RMS Liaison	5 work days
12	Review the work plan and financial plan for adequacy, completeness, and compliance with authorities, regulations, and policies. Clear up any issues with the ADODR. Steps 7 and 10-12 will be repeated, if needed. Prepare the Notice of Award.	ASC Analyst	10 work days
13	If necessary, coordinate review and comment by the ITD and LPA; and. **3/**	ASC Analyst	5 workdays
14	If necessary, coordinate the OGC review and comment of the **final draft**: and. **4/**	ASC Analyst	3 - 6 months
15	If necessary, coordinate the DOS review and comment.	OGC	6-12 months
16	Incorporate changes from the headquarters review parties. Resolve any conflicts in the parties' comments, and submit to the RMS Liaison and ADODR for concurrence.	ASC Analyst	As needed
17	Review changes, if any, resulting from headquarters review; and obtain the applicant's/recipient/s concurrence. If changes are not accepted or are countered with alternatives, Steps 7 and 10-16 will be repeated, as needed. Notify the ASC of concurrence.	ADODR and RMS Liaison	As ne**e**ded **2/**
18	Upon obtaining concurrence for any changes from the ADODR and RMS Liaison, finalize the agreement package and submit it to the	ASC Analyst	5 workdays

Step	Action Needed	Responsibility of	Timeframes
	recipient for signature.		
19	Submit the application package to the SPOC, if applicable to CFDA No. 10.025 and the process was not completed at Step 8.	ROAR	Refer to Step 8
20	Submit all required documents to the ASC for signature.	ROAR	10 workdays
21	Prepare an APHIS-16R to route for required approvals to the ADO for signature.	ASC Analyst	Upon receipt.
22	Return the signed agreement to the ASC Analyst for distribution.	ADO	5 work days
23	Enter the agreement into ACMS and distribute a copy to the ADODR, recipient, budget analyst(s), and Minneapolis FOB (with printed ACMS data entry screen for obligation). Retain the original in the ADO file. The signed ADODR letter can be distributed at this point as follows: original to the ADODR and a copy to the remaining parties and ADO file.	ASC Analyst	1 work day

1/ This process can include additional documentation such as a Decision Template prepared for each proposed agreement, if required due to current Departmental policy and guidance provided by APHIS Management.

2/ This timeframe must take into consideration the required project start date and the timeframes required to complete all steps necessary for full execution (signature) of the agreement prior to commencement of program activities and expenditures.

3/ The Program Unit IT Officer and ITD review is required if computers, databases, software, telephones, cell phones, radios, or other information technology components are involved. LPA review is required if publications, audio/visuals, Freedom of Information Act, and Privacy Act components are included.

4/ Drafts submitted to OGC are to be in the final APHIS version, i.e., all interested APHIS parties are to review and provide/incorporate agreed to changes prior to submitting the document for review.

BIOTECHNOLOLGY AND REGULATORY SERVICES
REVIEW AND APPROVAL PROCESS
FOR
NEW, REVISED, AND CONTINUED COOPERATIVE AGREEMENTS AND GRANTS
HEADQUARTERS PROGRAMS

(Refer to the Glossary for definitions of acronyms and terms.)

Step	Action Needed	Responsibility of	Timeframes
1	Appoint and notify an ADODR. Notify the ASC Analyst (via the ADODR, if convenient).	ADO	Prior to discussion/ negotiation with the ROAR
2	Prepare, for the signature of the ADO, an ADODR designation letter outlining responsibilities. Provide a copy to the ADODR and review the content with any new ADODR. Notify the ADODR that the original will be forwarded once signed along with a copy of the signed agreement.	ASC Analyst	Prior to discussion/ negotiation with the ROAR
3	As required, submit a list of agreements to be funded for the approval of the Resource Management Programs (RMP) staff. **1/** Revisions that broaden the scope and adjust the funding are subject to this process. As required, submit a list of agreements to be revised to the RMP staff.	ADODR	At least 4 months prior to project start date
4	For new agreements, determine program and administrative authority for entering into an agreement for the proposed activity and verify with the ADO, as needed. Skip this step for revision and continuations unless changes in the original agreement add activities that could be outside the scope of the authority.	ADODR, RMP Liaison, and ASC Analyst	Upon considering a program for funding and prior to negotiating an agreement
5	Develop and post an announcement to grants.gov, if competition is applicable. Prior to posting, obtain review and approval of the Program Unit IT Officer and ITD. ***3/*** If a project is not competed, this will be accomplished in a later step.	ADODR, RMP Liaison, and ASC Analyst	Upon considering a program for funding
6	Determine whether the applicant is debarred or suspended. If "no", proceed to the next step. If "yes", stop. We are prohibited from entering into an agreement with that applicant. Refer to 2 CFR 417.215 for exclusions, i.e., for not covered transactions. Skip this step for revisions only.	ADODR, RMP Liaison, and ASC Analyst	1 work day and prior to entering into negotiations with an applicant
7	Negotiate and develop a work plan and financial plan and negotiate the terms and conditions of the Notice of Award, or changes thereto for revisions and continuations.	ADODR, RMP Liaison, and ROAR	As needed **2/**

Step	Action Needed	Responsibility of	Timeframes
8	Submit the work plan and financial plan to the SPOC, if applicable to CFDA No. 10.025, along with any other forms required by the state's SPOC. If the work plan and financial plan are not sufficiently finalized, this part of the process would occur later (see Step 18). For revisions and continuations, review the SPOC response in the initial year of the agreement to determine whether the review and clearance was (1) applicable to the current year or life of the project or (2) waived for the current year or life of the project. Depending on the response, this step might not be necessary for these two actions.	ROAR ADODR and ASC Analyst to verify SPOC intent.	For new agreements, 65 Calendar days. For revisions and continuations, 35 calendar days
9	If necessary, obtain written approval from the ADO through the ADODR, RMP Liaison, and ASC to incur pre-award costs. Approval is granted only if EO 12372 Intergovernmental Review of 10.025 is not required by the SPOC or it has been completed.	ROAR	Before work commences
10	Submit the draft work plan and financial plan through the RMP Liaison to the ASC Analyst for review.	ADODR	As needed **2/**
11	Review the work plan and financial plan for adequacy, completeness, and compliance with authorities, regulations, and policies. Clear up any issues with the ADODR. When applicable, submit to the Program IT Officer for review and approval. 3/ Steps 7, 10, and 11 will be repeated, if needed. Prepare the Notice of Award.	ASC Analyst	10 work days
12	If necessary, coordinate review and comment by the ITD and LPA; and. **3/**	ASC Analyst	5 workdays
13	If necessary, coordinate the OGC review and comment of the **final draft**: and. **4/**	ASC Analyst	3 - 6 months
14	If necessary, coordinate the DOS review and comment.	OGC	6-12 months
15	Incorporate changes from the headquarters review parties. Resolve any conflicts in the parties' comments, and submit through the RMP Liaison to the ADODR for concurrence.	ASC Analyst	As needed
16	Review changes, if any, resulting from headquarters review; and obtain the applicant's/recipient/s concurrence. If changes are not accepted or are countered with alternatives, Steps 7 and 10-15 will be repeated, as needed. Notify the ASC of concurrence.	ADODR and RMP Liaison	As needed **2/**
17	Upon obtaining concurrence for any changes from the ADODR and RMP Liaison, finalize the agreement package and submit it to the recipient for signature.	ASC Analyst	5 workdays
18	Submit the application package to the SPOC, if applicable to CFDA No. 10.025 and the process was not completed at Step 8.	ROAR	Refer to Step 8

Step	Action Needed	Responsibility of	Timeframes
19	Submit all required documents to the ASC for signature.	ROAR	10 workdays
20	Prepare an APHIS-16R to route for required approvals to the ADO for signature.	ASC Analyst	Upon receipt.
21	Return the signed agreement to the ASC Analyst for distribution.	ADO	5 work days
22	Enter the agreement into ACMS and distribute a copy to the ADODR, recipient, budget analyst(s), and Minneapolis FOB (with printed ACMS data entry screen for obligation). Retain the original in the ADO file. The signed ADODR letter can be distributed at this point as follows: original to the ADODR and a copy to the remaining parties and ADO file.	ASC Analyst	1 work day

1/ This process can include additional documentation such as a Decision Template prepared for each proposed agreement, if required due to current Departmental policy and guidance provided by APHIS Management.

2/ This timeframe must take into consideration the required project start date and the timeframes required to complete all steps necessary for full execution (signature) of the agreement prior to commencement of program activities and expenditures.

3/ The Program Unit IT Officer and ITD review is required if computers, databases, software, telephones, cell phones, radios, or other information technology components are involved. LPA review is required if publications, audio/visuals, Freedom of Information Act, and Privacy Act components are included.

4/ Drafts submitted to OGC are to be in the final APHIS version, i.e., all interested APHIS parties are to review and provide/incorporate agreed to changes prior to submitting the document for review.

INTERNATIONAL SERVICES
REVIEW AND APPROVAL PROCESS
FOR
NEW, REVISED, AND CONTINUED COOPERATIVE AGREEMENTS AND GRANTS
REGIONAL PROGRAMS

(Refer to the Glossary for definitions of acronyms and terms.)

Step	Action Needed	Responsibility of	Timeframes
1	Identify an IS program need and potential cooperator.	Pending ADODR	At least 12 months prior to the start date for projects
2	For new agreements, determine program and administrative authority for entering into an agreement for the proposed activity. Skip this step for revisions and continuations unless changes in the original agreement add activities that could be outside the scope of the authority.	Pending ADODR and ASC Analyst	Upon considering a program for funding and prior to negotiating an agreement
3	Determine whether the potential cooperator is debarred or suspended. If "no", proceed to the next step. If "yes", stop. We are prohibited from entering into an agreement with that applicant. Refer to 2 CFR 417 for exclusions, i.e., for not covered transactions. Skip this step for revisions. Per 2 CFR 180.215 (a), this step does not apply to a direct award to (1) A foreign government or foreign governmental entity; (2) A public international organization; (3) An entity owned (in whole or in part) or controlled by a foreign government; or (4) Any other entity consisting wholly or partially of one or more foreign governments or foreign governmental entities.	Pending ADODR and ASC Analyst	1 work day and prior to entering into negotiations with a potential cooperator.
4	Contact the ADA at Headquarters for initial approval of the project and IS Administrative Services (AS) for funding approval, providing them and the ASC with a written project summary and proposed costs. Action is not taken to discuss with the cooperator until a signed letter of delegation is received by the ADODR. **1/** Revisions that broaden the scope and adjust the funding are subject to ADA and IS AS approval as outlined above.	Pending ADODR	At least 12 months prior to the start date for projects
5	Request the ADODR name from the ADA.	ASC Analyst	At least 10 months prior to the start date for projects

Step	Action Needed	Responsibility of	Timeframes
6	Appoint the ADODR and notify the ASC Analyst.	ADA	Prior to discussion of the agreement with the ROAR
7	Prepare a letter to designate the ADODR and outline responsibilities and an APHIS-16R to route through channels for the ADO (Administrator) signature. Review the content with any new ADODR.	ASC Analyst	Prior to discussion of the agreement with the cooperator
8	Sign the ADODR letter and return to the ASC.	ADO	5 work days
9	Send a copy of the signed letter to the IS ADA, IS AS, Regional Manager and the ADODR. Send the work plan formulation table and detailed financial plan and Notice of Award (NOA) formats to the ADODR. Certain projects might be covered under an existing umbrella NOA in which case that document might not be needed.	ASC Analyst	5 work days
10	Plan and discuss project and develop work and financial plans and negotiate any program specific terms and conditions (or changes thereto for revisions and continuations) to the standard NOA format or obligating work plan as appropriate for the project. If needed for discussion with the ROAR, obtain a translation; otherwise obtain in **Step 28**.	ADODR and ROAR	As needed **2**/
11	Provide a summary of the project to the FAS in-country contact, if necessary as determined by?????.	ADODR	As needed * and prior to discussion with the ROAR
12	Submit the draft work plan and financial plan and NOA to the ASC Analyst to coordinate Headquarters review.	ADODR	Upon completion of discussions with the ROAR
13	Review the work plan and financial plans and NOA for adequacy, completeness, and compliance with authorities, regulations, and policies. Coordinate Headquarters review by the NPM, IS AS, and, when required, ITD, and LPA; these reviews occur simultaneously. Revisions that are solely administrative in nature, e.g., related to federal assistance regulations and policies, as determined by the ASC analyst might not require NPM review.	ASC Analyst	15 work days
14	Upon receipt from the ASC, review the draft agreement package (work plan, financial plan, and NOA) to ensure compliance with the strategic plan, program goals and objectives , authorities, and policies. Contact the ADODR, as needed, for any clarification. Submit comments/changes to the ASC Analyst for inclusion in the draft. Steps 10 and 12-14 will be repeated, if needed.	NPM	5 workdays

Step	Action Needed	Responsibility of	Timeframes
15	Ensure the project was budgeted and in amounts indicated. Contact the ADODR, as needed, for any clarification. Submit comments/changes to the ASC Analyst for inclusion in the draft.	IS AS	5 work days
16	Review work and financial plans and NOA and ensure that issues relating to IT are addressed and properly approved. Contact ADODR, as needed for any clarification. Submit comments/ changes to the ASC Analyst for inclusion in the draft. **3/**	ITD	5 work days.
17	Review work and financial plans and NOA and ensure that issues relating to LPA are addressed. Contact ADODR, as needed for any clarification. Submit comments/changes to the ASC Analyst for inclusion in the draft. **3/**	LPA	5 work days
18	Incorporate changes from all headquarters review parties, resolve any discrepancies and contradictions. Return to the ADODR and send a copy to the Regional Manager for final review and approval.	ASC Analyst	3 - 6 months
19	Review document and obtain cooperator concurrence with any changes, if necessary, and provide comments and/or concurrence to the ASC Analyst. **If a binding agreement, proceed to Step 20; if non-binding proceed to Step 22**.	ADODR	As needed **2/**
20	If necessary, coordinate, through OGC, the FAS review and comment of the **final draft**: and. **4/**	ASC Analyst	3-6 months
21	If necessary, coordinate the DOS review and comment and provide comments to the ASC Analyst.	OGC / FAS	6-12 months
22	Finalize document with OGC and, if applicable, DOS comments and submit changes, if any, to the NPM for review and approval.	ASC Analyst	5-15 work days
23	Review changes and provide comments to the ASC Analyst.	NPM	5 work days
24	Incorporate NPM changes, if any, and submit to the ADODR and a copy to the Regional Manager.	ASC Analyst	5 work days
25	Review changes, if any, resulting from headquarters review; and obtain the cooperator's concurrence. If changes are not accepted or are countered with alternatives, Steps 10, 12-14, and 16-24 will be repeated, as needed. Finalize agreement package and submit it to the ASC for final approval of changes, if any. Send a copy to the Regional Manager.	ADODR	As needed **2/**
26	Submit the agreement package to the NPM and IS AS for final approval.	ASC Analyst	As needed **2/**

Step	Action Needed	Responsibility of	Timeframes
27	If needed, submit for final OGC, FAS, and DOS review (depends on the nature of the changes). As needed based on changes/comments, Steps 10, 12-14, and 16-26 will be repeated.	ASC Analyst	4-8 months, 12 months, if binding **2/**
28	Make final changes, if any, and submit to the ADODR a request to obtain final translation in the language of the cooperating country.	ASC Analyst	5 work days
29	Send for signature of the cooperator on both the English and foreign language versions.	ASC Analyst	
30	Submit the signed NOA agreement, including the work plan, financial plan, in English and translation(s), to the ASC to route for signature.	ROAR	10 work days
31	Prepare an APHIS-16R to route through channels for required approvals to the Administrator as ADO for signature.	ASC Analyst	Upon receipt.
32	Sign and return the signed agreement to the ASC Analyst for distribution.	ADO	5 to 10 work days
33	Enter the agreement into ACMS and distribute a copy to the ADODR, Regional Manager, budget analyst(s), and Minneapolis FOB (with printed ACMS data entry screen for obligation). Retain the original in the ADO file.	ASC Analyst	1 work day
34	Distribute the signed agreement to the cooperator.	ASC Analyst or ADODR, if requested	Upon receipt

1/ This process can include additional documentation such as a Decision Template prepared for each proposed agreement, if required due to current Departmental policy and guidance provided by APHIS Management.

2/ This timeframe must take into consideration the required project start date and the timeframes required to complete all steps necessary for full execution (signature) of the agreement prior to commencement of program activities and expenditures.

3/ ITD review is required if computers, databases, software, telephones, cell phones, radios, or other information technology components are involved. LPA review is required if publications, audio/visuals, Freedom of Information Act, and Privacy Act components are included.

4/ Drafts submitted to OGC are to be in the final APHIS version, i.e., all interested APHIS parties are to review and provide/incorporate agreed to changes prior to submitting the document for review.

LEGISLATIVE AND PUBLIC AFFAIRS
REVIEW AND APPROVAL PROCESS
FOR
NEW, REVISED, AND CONTINUED COOPERATIVE AGREEMENTS AND GRANTS
HEADQUARTERS PROGRAMS

(Refer to the Glossary for definitions of acronyms and terms.)

Step	Action Needed	Responsibility of	Timeframes
1	Appoint and notify an ADODR. Notify the ASC Analyst (via the ADODR, if convenient).	ADO	Prior to discussion/ negotiation with the ROAR
2	Prepare, for the signature of the ADO, an ADODR designation letter outlining responsibilities. Provide a copy to the ADODR and review the content with any new ADODR. Notify the ADODR that the original will be forwarded once signed along with a copy of the signed agreement.	ASC Analyst	Prior to discussion/ negotiation with the ROAR
3	As required, submit a list of agreements to be funded to the LPA Administrative Officer. **1/** Revisions that broaden the scope and adjust the funding are subject to this process. As required, submit a list of agreements to be revised to the ODA.	ADODR	At least 4 months prior to project start date
4	For new agreements, determine program and administrative authority for entering into an agreement for the proposed activity and verify with the ADO, as needed. Skip this step for revision and continuations unless changes in the original agreement add activities that could be outside the scope of the authority.	ADODR and ASC Analyst	Upon considering a program for funding and prior to negotiating an agreement
5	Develop and post an announcement to grants.gov, if competition is applicable. Prior to posting, obtain review and approval of the Program Unit IT Officer and ITD. **3/** If a project is not competed, this will be accomplished in a later step.	ADODR and ASC Analyst	Upon considering a program for funding
6	Determine whether the applicant is debarred or suspended. If "no", proceed to the next step. If "yes", stop. We are prohibited from entering into an agreement with that applicant. Refer to 2 CFR 417.215 for exclusions, i.e., for not covered transactions. Skip this step for revisions only.	ADODR and ASC Analyst	1 work day and prior to entering into negotiations with an applicant
7	Negotiate and develop a work plan and financial plan and negotiate the terms and conditions of the Notice of Award, or changes thereto for revisions and continuations.	ADODR and ROAR	As needed **2/**

Step	Action Needed	Responsibility of	Timeframes
8	Submit the work plan and financial plan to the SPOC, if applicable to CFDA No. 10.025, along with any other forms required by the state's SPOC. If the work plan and financial plan are not sufficiently finalized, this part of the process would occur later (see Step 18). For revisions and continuations, review the SPOC response in the initial year of the agreement to determine whether the review and clearance was (1) applicable to the current year or life of the project or (2) waived for the current year or life of the project. Depending on the response, this step might not be necessary for these two actions.	ROAR ADODR and ASC Analyst verify SPOC intent.	For new agreements, 65 Calendar days. For revisions and continuations, 35 calendar days
9	If necessary, obtain written approval from the ADO through the ADODR/ASC to incur pre-award costs. Approval is granted only if EO 12372 Intergovernmental Review of 10.025 is not required by the SPOC or it has been completed.	ROAR	Before work commences
10	Submit the draft work plan and financial plan to the ASC Analyst for review.	ADODR	As needed **2/**
11	Review the work plan and financial plan for adequacy, completeness, and compliance with authorities, regulations, and policies. Clear up any issues with the ADODR. When applicable, submit to the Program Unit IT Officer for review and approval. **3/** Steps 7, 10, and 11 will be repeated, if needed. Prepare the Notice of Award.	ASC Analyst	10 work days
12	If necessary, coordinate review and comment by the ITD and LPA; and. **3/ Since this is coming from LPA, is LPA internally ensuring all FOIA, privacy act, and any other concerns within their purvue are addressed prior to submitting to the ASC for review and execution. If so, we need to say so in another earlier step rather than here?? Otherwise, this is OK. See footnote.**	ASC Analyst	5 workdays
13	If necessary, coordinate the OGC review and comment of the **final draft**: and. **4/**	ASC Analyst	3 - 6 months
14	If necessary, coordinate the DOS review and comment.	OGC	6-12 months
15	Incorporate changes from the headquarters review parties. Resolve any conflicts in the parties' comments, and submit to the ADODR for concurrence.	ASC Analyst	As needed
16	Review changes, if any, resulting from headquarters review; and obtain the applicant's/recipient/s concurrence. If changes are not accepted or are countered with alternatives, Steps 7 and 10-15 will be repeated, as needed. Notify the ASC of concurrence.	ADODR	As needed **2/**
17	Upon obtaining concurrence for any changes from the ADODR, finalize the agreement package and submit it to the recipient for signature.	ASC Analyst	5 workdays

Step	Action Needed	Responsibility of	Timeframes
18	Submit the application package to the SPOC, if applicable to CFDA No. 10.025 and the process was not completed at Step 8.	ROAR	Refer to Step 8
19	Submit all required documents to the ASC for signature.	ROAR	10 workdays
20	Prepare an APHIS-16R to route for required approvals to the ADO for signature.	ASC Analyst	Upon receipt.
21	Return the signed agreement to the ASC Analyst for distribution.	ADO	5 work days
22	Enter the agreement into ACMS and distribute a copy to the ADODR, recipient, budget analyst(s), and Minneapolis FOB (with printed ACMS data entry screen for obligation). Retain the original in the ADO file. The signed ADODR letter can be distributed at this point as follows: original to the ADODR and a copy to the remaining parties and ADO file.	ASC Analyst	1 work day

1/ This process can include additional documentation such as a Decision Template prepared for each proposed agreement, if required due to current Departmental policy and guidance provided by APHIS Management.

2/ This timeframe must take into consideration the required project start date and the timeframes required to complete all steps necessary for full execution (signature) of the agreement prior to commencement of program activities and expenditures.

3/ The Program Unit IT Officer and ITD review is required if computers, databases, software, telephones, cell phones, radios, or other information technology components are involved. LPA review is required if publications, audio/visuals, Freedom of Information Act, and Privacy Act components are included.

4/ Drafts submitted to OGC are to be in the final APHIS version, i.e., all interested APHIS parties are to review and provide/incorporate agreed to changes prior to submitting the document for review.

MARKETING AND REGULATORY PROGRAMS BUSINESS SERVICES
REVIEW AND APPROVAL PROCESS
FOR
NEW, REVISED, AND CONTINUED COOPERATIVE AGREEMENTS AND GRANTS
HEADQUARTERS PROGRAMS

(Refer to the Glossary for definitions of acronyms and terms.)

Step	Action Needed	Responsibility of	Timeframes
1	Appoint and notify an ADODR. Notify the ASC Analyst (via the ADODR, if convenient).	ADO	Prior to discussion/ negotiation with the ROAR
2	Prepare, for the signature of the ADO, an ADODR designation letter outlining responsibilities. Provide a copy to the ADODR and review the content with any new ADODR. Notify the ADODR that the original will be forwarded once signed along with a copy of the signed agreement.	ASC Analyst	Prior to discussion/ negotiation with the ROAR
3	As required, submit a list of agreements to be funded to the FMD, BESB. **1/** Revisions that broaden the scope and adjust the funding are subject to this process. As required, submit a list of agreements to be revised to the ODA.	ADODR	At least 4 months prior to project start date
4	Consolidate ADODR requests and submit to the Administrator for approval.	BESB	At least 3 months prior to project start date.
5	For new agreements, determine program and administrative authority for entering into an agreement for the proposed activity and verify with the ADO, as needed. Skip this step for revision and continuations unless changes in the original agreement add activities that could be outside the scope of the authority.	ADODR and ASC Analyst	Upon considering a program for funding and prior to negotiating an agreement
6	Develop and post an announcement to grants.gov, if competition is applicable. Prior to posting, obtain review and approval of the Program Unit IT Officer and ITD. **3/** If a project is not competed, this will be accomplished in a later step.	ADODR and ASC Analyst	Upon considering a program for funding
7	Determine whether the applicant is debarred or suspended. If "no", proceed to the next step. If "yes", stop. We are prohibited from entering into an agreement with that applicant. Refer to 2 CFR 417.215 for exclusions, i.e., for not covered transactions. Skip this step for revisions only.	ADODR and ASC Analyst	1 work day and prior to entering into negotiations with an applicant

Step	Action Needed	Responsibility of	Timeframes
8	Negotiate and develop a work plan and financial plan and negotiate the terms and conditions of the Notice of Award, or changes thereto for revisions and continuations.	ADODR and ROAR	As needed **2/**
9	Submit the work plan and financial plan to the SPOC, if applicable to CFDA No. 10.025, along with any other forms required by the state's SPOC. If the work plan and financial plan are not sufficiently finalized, this part of the process would occur later (see Step 19). For revisions and continuations, review the SPOC response in the initial year of the agreement to determine whether the review and clearance was (1) applicable to the current year or life of the project or (2) waived for the current year or life of the project. Depending on the response, this step might not be necessary for these two actions.	ROAR ADODR and ASC Analyst verify SPOC intent.	For new agreements, 65 Calendar days. For revisions and continuations, 35 calendar days
10	If necessary, obtain written approval from the ADO through the ADODR/ASC to incur pre-award costs. Approval is granted only if EO 12372 Intergovernmental Review of 10.025 is not required by the SPOC or it has been completed.	ROAR	Before work commences
11	Submit the draft work plan and financial plan to the ASC Analyst for review.	ADODR	As needed **2/**
12	Review the work plan and financial plan for adequacy, completeness, and compliance with authorities, regulations, and policies. Clear up any issues with the ADODR. When applicable, submit to the Program Unit IT Officer for review and approval. **3/** Steps 8, 11, and 12 will be repeated, if needed. Prepare the Notice of Award.	ASC Analyst	10 work days
13	If necessary, coordinate review and comment by the ITD and LPA; and. **3/**	ASC Analyst	5 workdays
14	If necessary, coordinate the OGC review and comment of the **final draft**: and. **4/**	ASC Analyst	3 - 6 months
15	If necessary, coordinate the DOS review and comment.	OGC	6-12 months
16	Incorporate changes from the headquarters review parties. Resolve any conflicts in the parties' comments, and submit to the ADODR for concurrence.	ASC Analyst	As needed
17	Review changes, if any, resulting from headquarters review; and obtain the applicant's/recipient/s concurrence. If changes are not accepted or are countered with alternatives, Steps 8 and 11-16 will be repeated, as needed. Notify the ASC of concurrence.	ADODR	As needed **2/**
18	Upon obtaining concurrence for any changes from the ADODR, finalize the agreement package and submit it to the recipient for signature.	ASC Analyst	5 workdays

Step	Action Needed	Responsibility of	Timeframes
19	Submit the application package to the SPOC, if applicable to CFDA No. 10.025 and the process was not completed at Step 9.	ROAR	Refer to Step 8
20	Submit all required documents to the ASC for signature.	ROAR	10 workdays
21	Prepare an APHIS-16R to route for required approvals to the ADO for signature.	ASC Analyst	Upon receipt.
22	Return the signed agreement to the ASC Analyst for distribution.	ADO	5 work days
23	Enter the agreement into ACMS and distribute a copy to the ADODR, recipient, budget analyst(s), and Minneapolis FOB (with printed ACMS data entry screen for obligation). Retain the original in the ADO file. The signed ADODR letter can be distributed at this point as follows: original to the ADODR and a copy to the remaining parties and ADO file.	ASC Analyst	1 work day

1/ This process can include additional documentation such as a Decision Template prepared for each proposed agreement, if required due to current Departmental policy and guidance provided by APHIS Management.

2/ This timeframe must take into consideration the required project start date and the timeframes required to complete all steps necessary for full execution (signature) of the agreement prior to commencement of program activities and expenditures.

3/ The Program Unit IT Officer and ITD review is required if computers, databases, software, telephones, cell phones, radios, or other information technology components are involved. LPA review is required if publications, audio/visuals, Freedom of Information Act, and Privacy Act components are included.

4/ Drafts submitted to OGC are to be in the final APHIS version, i.e., all interested APHIS parties are to review and provide/incorporate agreed to changes prior to submitting the document for review.

Comments from Christie

I reviewed this document and my comments and questions are:

Item 23: Do we need to add that we should attach all supporting documents? I think we are doing this now for the most part but I have seen old ones and even somewhat recent ones where new ADODR letters were not included in ACMS and our MN contacts were looking for them to complete 270s.

Question: When the charts says to keep in ADO file, are those the files WE keep?

VETERINARY SERVICES
REVIEW AND APPROVAL PROCESS
FOR
NEW, REVISED, AND CONTINUED COOPERATIVE AGREEMENTS AND GRANTS
HEADQUARTERS PROGRAMS

(Refer to the Glossary for definitions of acronyms and terms.)

Step	Action Needed	Responsibility of	Timeframes
1	Appoint and notify an ADODR. Notify the ASC Analyst (via the ADODR, if convenient).	ADO	Prior to discussion/ negotiation with the ROAR
2	Prepare, for the signature of the ADO, an ADODR designation letter outlining responsibilities. Provide a copy to the ADODR and review the content with any new ADODR. Notify the ADODR that the original will be forwarded once signed along with a copy of the signed agreement.	ASC Analyst	Prior to discussion/ negotiation with the ROAR
3	As required, submit a list of agreements to be funded for the approval of the Director, Planning, Finance, and Strategy Unit (PFSU) and the NPM. **1/** Revisions that broaden the scope and adjust the funding are subject to this process. As required, submit a list of agreements to be revised to the Director, PFSU, and the NPM.	ADODR	At least 4 months prior to project start date
4	For new agreements, determine program and administrative authority for entering into an agreement for the proposed activity and verify with the ADO, as needed. Skip this step for revision and continuations unless changes in the original agreement add activities that could be outside the scope of the authority.	ADODR and ASC Analyst and, if project is to be competed, the NPM	Upon considering a program for funding and prior to negotiating an agreement
5	Develop and post an announcement to grants.gov, if competition is applicable. Prior to posting, obtain review and approval of the Program Unit IT Officer and ITD. **4/** If a project is not competed, this will be accomplished in a later step.	NPM/ADODR and ASC Analyst	Upon considering a program for funding
6	Determine whether the applicant is debarred or suspended. If "no", proceed to the next step. If "yes", stop. We are prohibited from entering into an agreement with that applicant. Refer to 2 CFR 417.215 for exclusions, i.e., for not covered transactions. Skip this step for revisions only.	ADODR and ASC Analyst	1 work day and prior to entering into negotiations with an applicant
7	Negotiate and develop a work plan and financial plan and negotiate the terms and conditions of the Notice of Award, or changes thereto for revisions and continuations.	ADODR and ROAR	As needed **2/**

Step	Action Needed	Responsibility of	Timeframes
8	Submit the work plan and financial plan to the SPOC, if applicable to CFDA No. 10.025, along with any other forms required by the state's SPOC. If the work plan and financial plan are not sufficiently finalized, this part of the process would occur later (see Step 19). For revisions and continuations, review the SPOC response in the initial year of the agreement to determine whether the review and clearance was (1) applicable to the current year or life of the project or (2) waived for the current year or life of the project. Depending on the response, this step might not be necessary for these two actions.	ROAR ADODR and ASC Analyst verify SPOC intent.	For new agreements, 65 Calendar days. For revisions and continuations, 35 calendar days
9	If necessary, obtain written approval from the ADO through the ADODR/ASC to incur pre-award costs. Approval is granted only if EO 12372 Intergovernmental Review of 10.025 is not required by the SPOC or it has been completed.	ROAR	Before work commences
10	Submit the draft work plan and financial plan to the ASC Analyst for review.	ADODR	As needed **2/**
11	Review the work plan and financial plan for adequacy, completeness, and compliance with authorities, regulations, and policies. Prepare the Notice of Award. Submit for review and approval by the NPM **3/** and Program Unit IT Officer. **4/** Revisions that are solely administrative in nature, e.g., related to federal assistance regulations and policies, as determined by the ASC analyst might not require NPM review.	ASC Analyst	10 work days
12	Upon receipt from the ASC, review the draft agreement package (work plan, financial plan, and Notice of Award) to ensure compliance with program authorities, goals, objectives, and policies. Clear up any issues with the ADODR. Notify the ASC of changes, if any, and approval of the draft. Steps 7, 10, and 11 will be repeated, if needed.	NPM and Program Unit IT Officer (when applicable)	5 workdays
13	If necessary, coordinate review and comment by the ITD and LPA; and. **4/**	ASC Analyst	5 workdays
14	If necessary, coordinate the OGC review and comment of the **final draft**: and. **5/**	ASC Analyst	3 - 6 months
15	If necessary, coordinate the DOS review and comment.	OGC	6-12 months
16	Incorporate changes from the headquarters review parties. Resolve any conflicts in the parties' comments, and submit to the ADODR for concurrence.	ASC Analyst	As needed
17	Review changes, if any, resulting from headquarters review; and obtain the applicant's/recipient's concurrence. If changes are not accepted or are countered with alternatives, Steps 7 and 10-16 will be repeated, as needed. Notify the ASC of concurrence.	ADODR	As needed **2/**

Step	Action Needed	Responsibility of	Timeframes
18	Upon obtaining concurrence for any changes from the ADODR, finalize the agreement package and submit it to the applicant/recipient for signature.	ASC Analyst	5 workdays
19	Submit the application package to the SPOC, if applicable to CFDA No. 10.025 and the process was not completed at Step 8.	ROAR	Refer to Step 8
20	Submit all required documents to the ASC for signature.	ROAR	10 workdays
21	Prepare an APHIS-16R to route for required approvals to the ADO for signature.	ASC Analyst	Upon receipt.
22	Return the signed agreement to the ASC Analyst for distribution..	ADO	5 work days
23	Enter the agreement into ACMS and distribute a copy to the ADODR, recipient, budget analyst(s), and Minneapolis FOB (with printed ACMS data entry screen for obligation). Retain the original in the ADO file. The signed ADODR letter can be distributed at this point as follows: original to the ADODR and a copy to the remaining parties and ADO file.	ASC Analyst	1 work day

1/ This process can include additional documentation such as a Decision Template prepared for each proposed agreement, if required due to current Departmental policy and guidance provided by APHIS Management.

2/ This timeframe must take into consideration the required project start date and the timeframes required to complete all steps necessary for full execution (signature) of the agreement prior to commencement of program activities and expenditures.

3/ The NPM and ADODR, in some situations, is the same person. If so, Steps 7, 10, and 12 will be performed simultaneously followed by Step 11 and then Steps 13-23.

4/ The Program Unit IT Officer and ITD review is required if computers, databases, software, telephones, cell phones, radios, or other information technology components are involved. LPA review is required if publications, audio/visuals, Freedom of Information Act, and Privacy Act components are included.

5/ Drafts submitted to OGC are to be in the final APHIS version, i.e., all interested APHIS parties are to review and provide/incorporate agreed to changes prior to submitting the document for review.

VETERINARY SERVICES
REVIEW AND APPROVAL PROCESS
FOR
NEW, REVISED, AND CONTINUED COOPERATIVE AGREEMENTS AND GRANTS
FOR THE
REGIONAL, LABORATORY, AND CENTER PROGRAMS
(Regions, Laboratories, and Centers operate independently.)

(Refer to the Glossary for definitions of acronyms and terms.)

Step	Action Needed	Responsibility of	Timeframes
1	Appoint and notify an ADODR. Notify the ASC Analyst (via the ADODR, if convenient).	ADO	Prior to discussion/ negotiation with the ROAR
2	Prepare, for the signature of the ADO, an ADODR designation letter outlining responsibilities. Provide a copy to the ADODR and review the content with any new ADODR. Notify the ADODR that the original will be forwarded once signed along with a copy of the signed agreement.	Region/Lab/Center Agreements Specialist	Prior to discussion/ negotiation with the ROAR
3	As required, submit a list of agreements to be funded for the approval of the Region/Lab/Center Director and the Region/Lab/Center Program Manager for the program activity. **1/** Revisions that broaden the scope and adjust the funding are subject to this process. As required, submit a list of agreements to be revised to the Region/Lab/Center Director.	ADODR	At least 4 months prior to project start date
4	For new agreements, determine program and administrative authority for entering into an agreement for the proposed activity and verify with the ADO, as needed. Skip this step for revisions and continuations unless changes in the original agreement add activities that could be outside the scope of the authority.	ADODR and Region/Lab/Center Agreements Specialist Also, if project is to be competed, the NPM	Upon considering a program for funding and prior to negotiating an agreement
5	Develop and post an announcement to grants.gov, if competition is applicable. Prior to posting, obtain review and approval of the Program Unit IT Officer and ITD. **4/** If a project is not competed, this will be accomplished in a later step.	NPM/ADODR and ASC Analyst	Upon considering a program for funding
6	Determine whether the applicant is debarred or suspended. If "no", proceed to the next step. If "yes", stop. We are prohibited from entering into an agreement with that applicant. Refer to 2 CFR 417 for exclusions, i.e., for not covered transactions. Skip this step for revisions only.	ADODR and Region/Lab/Center Agreements Specialist	1 work day and prior to entering into negotiations with an applicant
7	Negotiate and develop a work plan and financial plan and negotiate the terms and conditions of the Notice of Award, or changes thereto for revisions and continuations.	ADODR and ROAR	As needed **2/**

Step	Action Needed	Responsibility of	Timeframes
8	Submit the work plan and financial plan to the SPOC, if applicable to CFDA No. 10.025, along with any other forms required by the state's SPOC. If the work plan and financial plan are not sufficiently finalized, this part of the process would occur later (e.g., upon completion of Step 12 or 20, as applicable). For revisions and continuations, review the SPOC response in the initial year of the agreement to determine whether the review and clearance was (1) applicable to the current year or life of the project or (2) waived for the current year or life of the project. Depending on the response, this step might not be necessary for these two actions.	ROAR ADODR and Region/Lab/Center Agreements Specialist verify intent	For new agreements, 65 Calendar days. For revisions and continuations, 35 calendar days
9	If necessary, obtain written approval from the ADO through the ADODR to incur pre-award costs. Approval is granted only if EO 12372 Intergovernmental Review of 10.025 is not required by the SPOC or it has been completed. If the agreement will be signed at headquarters (see Chapter 2), the Region/Lab/Center ADO's approval is also required to obtain final approval of the headquarters ADO.	ROAR	Before work commences
10	Submit the draft work plan and financial plan to the Region/Lab/Center Agreements Specialist for review.	ADODR	As needed **2/**
11	Review the work plan and financial plan for adequacy, completeness, and compliance with authorities, regulations, and policies. Prepare the Notice of Award. Submit for review and approval by the Region/Lab/Center Program Manager **3/** When applicable, send to the Program Unit IT Officer, ITD and LPA for review and comment. **4/** If meets the criteria for signature of the Administrator or Deputy Administrator (see Chapter 2), the ASC will coordinate the Program Unit IT Officer, ITD, LPA, and other headquarters review. Revisions are subject to this process and might result in a revision to the Notice of Award.	Region/Lab/Center Agreements Specialist	10 work days
12	Review the draft agreement package (work plan, financial plan, and Notice of Award) to ensure compliance with program authorities, goals, objectives, and policies. Clear up any issues with the ADODR. Notify the Region/Lab/Center Agreements Specialist of changes, if any, and approval of the draft. Steps 7, 10, 11, and 12 will be repeated, if needed.	Regional/Lab/Center Program Manager and Program Unit IT Officer (when applicable	5 workdays
13	Incorporate changes in the agreement package. If signed by a headquarters ADO, submit the draft to the ASC to coordinate headquarters review and continue to Step 14. If not subject to the ASC review, proceed to Step 21.	Region/Lab/Center Agreements Specialist	
14	Review the agreement package to ensure it meets all administrative	ASC Analyst	5 work days

Step	Action Needed	Responsibility of	Timeframes
	statutory and regulatory requirements and submit to the NPM and Program Unit IT Officer for review and comment. Revisions that are solely administrative in nature, e.g., related to federal assistance regulations, as determined by the ASC Analyst might not require NPM and Program Unit IT Officer review.		
15	Review the agreement for compliance with program goals and objectives, regulations, statutes, policies and procedures. Resolve any issues with the Regional/Lab/Center Program Manager and ADODR. Submit comments and changes to the ASC Analyst.	NPM and Program Unit IT Officer	5 work days
16	If necessary, coordinate review and comment by the ITD and LPA; and. **4/**	ASC Analyst	5 workdays
17	If necessary, coordinate the OGC review and comment of the **final draft**: and. **5/**	ASC Analyst	3 - 6 months
18	If necessary, coordinate the DOS review and comment.	OGC	6-12 months
19	Incorporate changes from the headquarters and OGC review parties. Resolve any conflicts in the parties' comments, and submit to the Region/Lab/Center Agreement Specialist to review and discuss with the ADODR and applicant/recipient .	ASC Analyst	As needed
20	Review changes, if any, resulting from headquarters review; and obtain the applicant's/recipient's concurrence. If changes are not accepted or are countered with alternatives, Steps 7 and 10-16 will be repeated, as needed, to finalize the terms and conditions of the documents.	Region/Lab/Center Agreements Specialist, ADODR, and ROAR	As needed **2/**
21	Upon obtaining concurrence for any changes from the ADODR and applicant/recipient, finalize the agreement package and submit it to the applicant/recipient for signature.	Region/Lab/Center Agreements Specialist	5 workdays
22	Submit the application package to the SPOC, if applicable to CFDA No. 10.025 and the process was not completed at Step 8.	ROAR	Refer to Step 8
2321	Submit all required documents to the Region/Lab/Center Agreements Specialist for signature.	ROAR	10 workdays
24	If headquarters signature is not required, obtain Region/Lab/Center ADO signature and proceed to Step 28. If the agreement is to be signed at headquarters, submit it to the ASC for routing.	Region/Lab/Center Agreements Specialist	1 work day
25	Prepare an APHIS-16R to route for required approvals to the ADO for signature.	ASC Analyst	Upon receipt.

Step	Action Needed	Responsibility of	Timeframes
26	Return the signed agreement to the ASC Analyst for distribution.	ADO	5 work days
27	Return a copy to the Region/Lab/Center Agreements Specialist. Retain the original in the ADO file.	ASC Analyst	1 work day
28	Enter the agreement into the ACMS and distribute a copy to the ADODR, recipient, budget analyst(s), and Minneapolis FOB (with printed ACMS data entry screen for obligation). Retain a copy. The signed ADODR letter can be distributed at this point as follows: original to the ADODR and a copy to the remaining parties and ADO file.	Region/Lab/Center Agreements Specialist	1 work day

1/ This process can include additional documentation such as a Decision Template prepared for each proposed agreement, if required due to current Departmental policy and guidance provided by APHIS Management.

2/ This timeframe must take into consideration the required project start date and the timeframes required to complete all steps necessary for full execution (signature) of the agreement prior to commencement of program activities and expenditures.

3/ The Region/Lab/Center Program Manager and ADODR, in some situations, is the same person. If so, Step 7, 10, and 12 will be performed simultaneously followed by Step 11 and then Steps 13-28. Steps 8 and 9 can proceed during the same time as 7, 10, and 11, if appropriate.

4/ The Program Unit IT Officer and ITD review is required if computers, databases, software, telephones, cell phones, radios, or other information technology components are involved. LPA review is required if publications, audio/visuals, Freedom of Information Act, and Privacy Act components are included.

5/ Drafts submitted to OGC are to be in the final APHIS version, i.e., all interested APHIS parties are to review and provide/incorporate agreed to changes prior to submitting the document for review.

PROGRAM PLANNING AND DEVELOPMENT
REVIEW AND APPROVAL PROCESS
FOR
NEW, REVISED, AND CONTINUED COOPERATIVE AGREEMENTS AND GRANTS
HEADQUARTERS PROGRAMS

(Refer to the Glossary for definitions of acronyms and terms.)

Step	Action Needed	Responsibility of	Timeframes
1	Appoint and notify an ADODR. Notify the ASC Analyst (via the ADODR, if convenient).	ADO	Prior to discussion/ negotiation with the ROAR
2	Prepare, for the signature of the ADO, an ADODR designation letter outlining responsibilities. Provide a copy to the ADODR and review the content with any new ADODR. Notify the ADODR that the original will be forwarded once signed along with a copy of the signed agreement.	ASC Analyst	Prior to discussion/ negotiation with the ROAR
3	As required, submit a list of agreements to be funded for the approval of the ODA. **1/** Revisions that broaden the scope and adjust the funding are subject to this process. As required, submit a list of agreements to be revised to the ODA.	ADODR	At least 4 months prior to project start date
4	For new agreements, determine program and administrative authority for entering into an agreement for the proposed activity and verify with the ADO, as needed. Skip this step for revision and continuations unless changes in the original agreement add activities that could be outside the scope of the authority.	ADODR and ASC Analyst	Upon considering a program for funding and prior to negotiating an agreement
5	Develop and post an announcement to grants.gov, if competition is applicable. Prior to posting, obtain review and approval of the Program Unit IT Officer and ITD. **3/** If a project is not competed, this will be accomplished in a later step.	ADODR and ASC Analyst	Upon considering a program for funding
6	Determine whether the applicant is debarred or suspended. If "no", proceed to the next step. If "yes", stop. We are prohibited from entering into an agreement with that applicant. Refer to 2 CFR 417.215 for exclusions, i.e., for not covered transactions. Skip this step for revisions only.	ADODR and ASC Analyst	1 work day and prior to entering into negotiations with an applicant
7	Negotiate and develop a work plan and financial plan and negotiate the terms and conditions of the Notice of Award, or changes thereto for revisions and continuations.	ADODR and ROAR	As needed **2/**

Step	Action Needed	Responsibility of	Timeframes
8	Submit the work plan and financial plan to the SPOC, if applicable to CFDA No. 10.025, along with any other forms required by the state's SPOC. If the work plan and financial plan are not sufficiently finalized, this part of the process would occur later (see Step 18). For revisions and continuations, review the SPOC response in the initial year of the agreement to determine whether the review and clearance was (1) applicable to the current year or life of the project or (2) waived for the current year or life of the project. Depending on the response, this step might not be necessary for these two actions.	ROAR ADODR and ASC Analyst verify SPOC intent.	For new agreements, 65 Calendar days. For revisions and continuations, 35 calendar days
9	If necessary, obtain written approval from the ADO through the ADODR/ASC to incur pre-award costs. Approval is granted only if EO 12372 Intergovernmental Review of 10.025 is not required by the SPOC or it has been completed.	ROAR	Before work commences
10	Submit the draft work plan and financial plan to the ASC Analyst for review.	ADODR	As needed **2/**
11	Review the work plan and financial plan for adequacy, completeness, and compliance with authorities, regulations, and policies. Clear up any issues with the ADODR. Submit to the Program Unit IT Officer for review. **4/** Steps 7, 10, and 11 will be repeated, if needed. Prepare the Notice of Award.	ASC Analyst	10 work days
12	If necessary, coordinate review and comment by the ITD and LPA; and. **3/**	ASC Analyst	5 workdays
13	If necessary, coordinate the OGC review and comment of the **final draft**: and. **4/**	ASC Analyst	3 - 6 months
14	If necessary, coordinate the DOS review and comment.	OGC	6-12 months
15	Incorporate changes from the headquarters review parties. Resolve any conflicts in the parties' comments, and submit to the ADODR for concurrence.	ASC Analyst	As needed
16	Review changes, if any, resulting from headquarters review; and obtain the applicant's/recipient/s concurrence. If changes are not accepted or are countered with alternatives, Steps 7 and 10-15 will be repeated, as needed. Notify the ASC of concurrence.	ADODR	As needed **2/**
17	Upon obtaining concurrence for any changes from the ADODR, finalize the agreement package and submit it to the recipient for signature.	ASC Analyst	5 workdays
18	Submit the application package to the SPOC, if applicable to CFDA No. 10.025 and the process was not completed at Step 8.	ROAR	Refer to Step 8

Step	Action Needed	Responsibility of	Timeframes
19	Submit all required documents to the ASC for signature.	ROAR	10 workdays
20	Prepare an APHIS-16R to route for required approvals to the ADO for signature.	ASC Analyst	Upon receipt.
21	Return the signed agreement to the ASC Analyst for distribution.	ADO	5 work days
22	Enter the agreement into ACMS and distribute a copy to the ADODR, recipient, budget analyst(s), and Minneapolis FOB (with printed ACMS data entry screen for obligation). Retain the original in the ADO file. The signed ADODR letter can be distributed at this point as follows: original to the ADODR and a copy to the remaining parties and ADO file.	ASC Analyst	1 work day

1/ This process can include additional documentation such as a Decision Template prepared for each proposed agreement, if required due to current Departmental policy and guidance provided by APHIS Management.

2/ This timeframe must take into consideration the required project start date and the timeframes required to complete all steps necessary for full execution (signature) of the agreement prior to commencement of program activities and expenditures.

3/ The Program Unit IT Officer and ITD review is required if computers, databases, software, telephones, cell phones, radios, or other information technology components are involved. LPA review is required if publications, audio/visuals, Freedom of Information Act, and Privacy Act components are included.

4/ Drafts submitted to OGC are to be in the final APHIS version, i.e., all interested APHIS parties are to review and provide/incorporate agreed to changes prior to submitting the document for review.

VETERINARY SERVICES
REVIEW AND APPROVAL PROCESS
FOR
NEW, REVISED, AND CONTINUED COOPERATIVE AGREEMENTS AND GRANTS
HEADQUARTERS PROGRAMS

(Refer to the Glossary for definitions of acronyms and terms.)

Step	Action Needed	Responsibility of	Timeframes
1	Appoint and notify an ADODR. Notify the ASC Analyst (via the ADODR, if convenient).	ADO	Prior to discussion/ negotiation with the ROAR
2	Prepare, for the signature of the ADO, an ADODR designation letter outlining responsibilities. Provide a copy to the ADODR and review the content with any new ADODR. Notify the ADODR that the original will be forwarded once signed along with a copy of the signed agreement.	ASC Analyst	Prior to discussion/ negotiation with the ROAR
3	As required, submit a list of agreements to be funded for the approval of the Director, Planning, Finance, and Strategy Unit (PFSU) and the NPM. **1/** Revisions that broaden the scope and adjust the funding are subject to this process. As required, submit a list of agreements to be revised to the Director, PFSU, and the NPM.	ADODR	At least 4 months prior to project start date
4	For new agreements, determine program and administrative authority for entering into an agreement for the proposed activity and verify with the ADO, as needed. Skip this step for revision and continuations unless changes in the original agreement add activities that could be outside the scope of the authority.	ADODR and ASC Analyst and, if project is to be competed, the NPM	Upon considering a program for funding and prior to negotiating an agreement
5	Develop and post an announcement to grants.gov, if competition is applicable. Prior to posting, obtain review and approval of the Program Unit IT Officer and ITD. **4/** If a project is not competed, this will be accomplished in a later step.	NPM/ADODR and ASC Analyst	Upon considering a program for funding
6	Determine whether the applicant is debarred or suspended. If "no", proceed to the next step. If "yes", stop. We are prohibited from entering into an agreement with that applicant. Refer to 2 CFR 417.215 for exclusions, i.e., for not covered transactions. Skip this step for revisions only.	ADODR and ASC Analyst	1 work day and prior to entering into negotiations with an applicant
7	Negotiate and develop a work plan and financial plan and negotiate the terms and conditions of the Notice of Award, or changes thereto for revisions and continuations.	ADODR and ROAR	As needed **2/**

Step	Action Needed	Responsibility of	Timeframes
8	Submit the work plan and financial plan to the SPOC, if applicable to CFDA No. 10.025, along with any other forms required by the state's SPOC. If the work plan and financial plan are not sufficiently finalized, this part of the process would occur later (see Step 19). For revisions and continuations, review the SPOC response in the initial year of the agreement to determine whether the review and clearance was (1) applicable to the current year or life of the project or (2) waived for the current year or life of the project. Depending on the response, this step might not be necessary for these two actions.	ROAR ADODR and ASC Analyst verify SPOC intent.	For new agreements, 65 Calendar days. For revisions and continuations, 35 calendar days
9	If necessary, obtain written approval from the ADO through the ADODR/ASC to incur pre-award costs. Approval is granted only if EO 12372 Intergovernmental Review of 10.025 is not required by the SPOC or it has been completed.	ROAR	Before work commences
10	Submit the draft work plan and financial plan to the ASC Analyst for review.	ADODR	As needed **2/**
11	Review the work plan and financial plan for adequacy, completeness, and compliance with authorities, regulations, and policies. Prepare the Notice of Award. Submit for review and approval by the NPM **3/** and Program Unit IT Officer. **4/** Revisions that are solely administrative in nature, e.g., related to federal assistance regulations and policies, as determined by the ASC analyst might not require NPM review.	ASC Analyst	10 work days
12	Upon receipt from the ASC, review the draft agreement package (work plan, financial plan, and Notice of Award) to ensure compliance with program authorities, goals, objectives, and policies. Clear up any issues with the ADODR. Notify the ASC of changes, if any, and approval of the draft. Steps 7, 10, and 11 will be repeated, if needed.	NPM and Program Unit IT Officer (when applicable)	5 workdays
13	If necessary, coordinate review and comment by the ITD and LPA; and. **4/**	ASC Analyst	5 workdays
14	If necessary, coordinate the OGC review and comment of the **final draft**: and. **5/**	ASC Analyst	3 - 6 months
15	If necessary, coordinate the DOS review and comment.	OGC	6-12 months
16	Incorporate changes from the headquarters review parties. Resolve any conflicts in the parties' comments, and submit to the ADODR for concurrence.	ASC Analyst	As needed
17	Review changes, if any, resulting from headquarters review; and obtain the applicant's/recipient's concurrence. If changes are not accepted or are countered with alternatives, Steps 7 and 10-16 will be repeated, as needed. Notify the ASC of concurrence.	ADODR	As needed **2/**

Step	Action Needed	Responsibility of	Timeframes
18	Upon obtaining concurrence for any changes from the ADODR, finalize the agreement package and submit it to the applicant/recipient for signature.	ASC Analyst	5 workdays
19	Submit the application package to the SPOC, if applicable to CFDA No. 10.025 and the process was not completed at Step 8.	ROAR	Refer to Step 8
20	Submit all required documents to the ASC for signature.	ROAR	10 workdays
21	Prepare an APHIS-16R to route for required approvals to the ADO for signature.	ASC Analyst	Upon receipt.
22	Return the signed agreement to the ASC Analyst for distribution..	ADO	5 work days
23	Enter the agreement into ACMS and distribute a copy to the ADODR, recipient, budget analyst(s), and Minneapolis FOB (with printed ACMS data entry screen for obligation). Retain the original in the ADO file. The signed ADODR letter can be distributed at this point as follows: original to the ADODR and a copy to the remaining parties and ADO file.	ASC Analyst	1 work day

1/ This process can include additional documentation such as a Decision Template prepared for each proposed agreement, if required due to current Departmental policy and guidance provided by APHIS Management.

2/ This timeframe must take into consideration the required project start date and the timeframes required to complete all steps necessary for full execution (signature) of the agreement prior to commencement of program activities and expenditures.

3/ The NPM and ADODR, in some situations, is the same person. If so, Steps 7, 10, and 12 will be performed simultaneously followed by Step 11 and then Steps 13-23.

4/ The Program Unit IT Officer and ITD review is required if computers, databases, software, telephones, cell phones, radios, or other information technology components are involved. LPA review is required if publications, audio/visuals, Freedom of Information Act, and Privacy Act components are included.

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(Regions, Laboratories, and Centers operate independently.)

(Refer to the Glossary for definitions of acronyms and terms.)

Step	Action Needed	Responsibility of	Timeframes
1	Appoint and notify an ADODR. Notify the ASC Analyst (via the ADODR, if convenient).	ADO	Prior to discussion/ negotiation with the ROAR
2	Prepare, for the signature of the ADO, an ADODR designation letter outlining responsibilities. Provide a copy to the ADODR and review the content with any new ADODR. Notify the ADODR that the original will be forwarded once signed along with a copy of the signed agreement.	Region/Lab/Center Agreements Specialist	Prior to discussion/ negotiation with the ROAR
3	As required, submit a list of agreements to be funded for the approval of the Region/Lab/Center Director and the Region/Lab/Center Program Manager for the program activity. **1/** Revisions that broaden the scope and adjust the funding are subject to this process. As required, submit a list of agreements to be revised to the Region/Lab/Center Director.	ADODR	At least 4 months prior to project start date
4	For new agreements, determine program and administrative authority for entering into an agreement for the proposed activity and verify with the ADO, as needed. Skip this step for revisions and continuations unless changes in the original agreement add activities that could be outside the scope of the authority.	ADODR and Region/Lab/Center Agreements Specialist Also, if project is to be competed, the NPM	Upon considering a program for funding and prior to negotiating an agreement
5	Develop and post an announcement to grants.gov, if competition is applicable. Prior to posting, obtain review and approval of the Program Unit IT Officer and ITD. **4/** If a project is not competed, this will be accomplished in a later step.	NPM/ADODR and ASC Analyst	Upon considering a program for funding
6	Determine whether the applicant is debarred or suspended. If "no", proceed to the next step. If "yes", stop. We are prohibited from entering into an agreement with that applicant. Refer to 2 CFR 417 for exclusions, i.e., for not covered transactions. Skip this step for revisions only.	ADODR and Region/Lab/Center Agreements Specialist	1 work day and prior to entering into negotiations with an applicant
7	Negotiate and develop a work plan and financial plan and negotiate the terms and conditions of the Notice of Award, or changes thereto for revisions and continuations.	ADODR and ROAR	As needed **2/**

Step	Action Needed	Responsibility of	Timeframes
8	Submit the work plan and financial plan to the SPOC, if applicable to CFDA No. 10.025, along with any other forms required by the state's SPOC. If the work plan and financial plan are not sufficiently finalized, this part of the process would occur later (e.g., upon completion of Step 12 or 20, as applicable). For revisions and continuations, review the SPOC response in the initial year of the agreement to determine whether the review and clearance was (1) applicable to the current year or life of the project or (2) waived for the current year or life of the project. Depending on the response, this step might not be necessary for these two actions.	ROAR ADODR and Region/Lab/Center Agreements Specialist verify intent	For new agreements, 65 Calendar days. For revisions and continuations, 35 calendar days
9	If necessary, obtain written approval from the ADO through the ADODR to incur pre-award costs. Approval is granted only if EO 12372 Intergovernmental Review of 10.025 is not required by the SPOC or it has been completed. If the agreement will be signed at headquarters (see Chapter 2), the Region/Lab/Center ADO's approval is also required to obtain final approval of the headquarters ADO.	ROAR	Before work commences
10	Submit the draft work plan and financial plan to the Region/Lab/Center Agreements Specialist for review.	ADODR	As needed **2/**
11	Review the work plan and financial plan for adequacy, completeness, and compliance with authorities, regulations, and policies. Prepare the Notice of Award. Submit for review and approval by the Region/Lab/Center Program Manager **3/** When applicable, send to the Program Unit IT Officer, ITD and LPA for review and comment. **4/** If meets the criteria for signature of the Administrator or Deputy Administrator (see Chapter 2), the ASC will coordinate the Program Unit IT Officer, ITD, LPA, and other headquarters review. Revisions are subject to this process and might result in a revision to the Notice of Award.	Region/Lab/Center Agreements Specialist	10 work days
12	Review the draft agreement package (work plan, financial plan, and Notice of Award) to ensure compliance with program authorities, goals, objectives, and policies. Clear up any issues with the ADODR. Notify the Region/Lab/Center Agreements Specialist of changes, if any, and approval of the draft. Steps 7, 10, 11, and 12 will be repeated, if needed.	Regional/Lab/Center Program Manager and Program Unit IT Officer (when applicable	5 workdays
13	Incorporate changes in the agreement package. If signed by a headquarters ADO, submit the draft to the ASC to coordinate headquarters review and continue to Step 14. If not subject to the ASC review, proceed to Step 21.	Region/Lab/Center Agreements Specialist	
14	Review the agreement package to ensure it meets all administrative statutory and regulatory requirements and submit to the NPM and	ASC Analyst	5 work days

Step	Action Needed	Responsibility of	Timeframes
	Program Unit IT Officer for review and comment. Revisions that are solely administrative in nature, e.g., related to federal assistance regulations, as determined by the ASC Analyst might not require NPM and Program Unit IT Officer review.		
15	Review the agreement for compliance with program goals and objectives, regulations, statutes, policies and procedures. Resolve any issues with the Regional/Lab/Center Program Manager and ADODR. Submit comments and changes to the ASC Analyst.	NPM and Program Unit IT Officer	5 work days
16	If necessary, coordinate review and comment by the ITD and LPA; and. **4/**	ASC Analyst	5 workdays
17	If necessary, coordinate the OGC review and comment of the **final draft**: and. **5/**	ASC Analyst	3 - 6 months
18	If necessary, coordinate the DOS review and comment.	OGC	6-12 months
19	Incorporate changes from the headquarters and OGC review parties. Resolve any conflicts in the parties' comments, and submit to the Region/Lab/Center Agreement Specialist to review and discuss with the ADODR and applicant/recipient .	ASC Analyst	As needed
20	Review changes, if any, resulting from headquarters review; and obtain the applicant's/recipient 's concurrence. If changes are not accepted or are countered with alternatives, Steps 7 and 10-16 will be repeated, as needed, to finalize the terms and conditions of the documents.	Region/Lab/Center Agreements Specialist, ADODR, and ROAR	As ne**e**ded **2/**
21	Upon obtaining concurrence for any changes from the ADODR and applicant/recipient, finalize the agreement package and submit it to the applicant/recipient for signature.	Region/Lab/Center Agreements Specialist	5 workdays
22	Submit the application package to the SPOC, if applicable to CFDA No. 10.025 and the process was not completed at Step 8.	ROAR	Refer to Step 8
2321	Submit all required documents to the Regional/CPHST Agreements Specialist for signature.	ROAR	10 workdays
24	If headquarters signature is not required, obtain Regional/CPHST ADO signature and proceed to Step 28. If the agreement is to be signed at headquarters, submit it to the ASC for routing.	Region/Lab/Center Agreements Specialist	1 work day
25	Prepare an APHIS-16R to route for required approvals to the ADO for signature.	ASC Analyst	Upon receipt.
26	Return the signed agreement to the ASC Analyst for distribution.	ADO	5 work days

Step	Action Needed	Responsibility of	Timeframes
27	Return a copy to the Region/Lab/Center Agreements Specialist. Retain the original in the ADO file.	ASC Analyst	1 work day
28	Enter the agreement into the ACMS and distribute a copy to the ADODR, recipient, budget analyst(s), and Minneapolis FOB (with printed ACMS data entry screen for obligation). Retain a copy. The signed ADODR letter can be distributed at this point as follows: original to the ADODR and a copy to the remaining parties and ADO file.	Region/Lab/Center Agreements Specialist	1 work day

1/ This process can include additional documentation such as a Decision Template prepared for each proposed agreement, if required due to current Departmental policy and guidance provided by APHIS Management.

2/ This timeframe must take into consideration the required project start date and the timeframes required to complete all steps necessary for full execution (signature) of the agreement prior to commencement of program activities and expenditures.

3/ The Region/Lab/Center Program Manager and ADODR, in some situations, is the same person. If so, Step 7, 10, and 12 will be performed simultaneously followed by Step 11 and then Steps 13-28. Steps 8 and 9 can proceed during the same time as 7, 10, and 11, if appropriate.

4/ The Program Unit IT Officer and ITD review is required if computers, databases, software, telephones, cell phones, radios, or other information technology components are involved. LPA review is required if publications, audio/visuals, Freedom of Information Act, and Privacy Act components are included.

5/ Drafts submitted to OGC are to be in the final APHIS version, i.e., all interested APHIS parties are to review and provide/incorporate agreed to changes prior to submitting the document for review.

WILDLIFE SERVICES
REVIEW AND APPROVAL PROCESS
FOR
NEW, REVISED, AND CONTINUED COOPERATIVE AGREEMENTS AND GRANTS
HEADQUARTERS PROGRAMS

(Refer to the Glossary for definitions of acronyms and terms.)

Step	Action Needed	Responsibility of	Timeframes
1	Appoint and notify an ADODR. Notify the ASC Analyst (via the ADODR, if convenient).	ADO	Prior to discussion/ negotiation with the ROAR
2	Prepare, for the signature of the ADO, an ADODR designation letter outlining responsibilities. Provide a copy to the ADODR and review the content with any new ADODR. Notify the ADODR that the original will be forwarded once signed along with a copy of the signed agreement.	ASC Analyst	Prior to discussion/ negotiation with the ROAR
3	As required, submit a list of agreements to be funded for the approval of the Deputy Director for Administration, OSS, and the NPM. **1/** Revisions that broaden the scope and adjust the funding are subject to this process. As required, submit a list of agreements to be revised to the Deputy Director for Administration, OSS, and the NPM.	ADODR	At least 4 months prior to project start date
4	For new agreements, determine program and administrative authority for entering into an agreement for the proposed activity and verify with the ADO, as needed. Skip this step for revision and continuations unless changes in the original agreement add activities that could be outside the scope of the authority.	ADODR and ASC Analyst and, if project is to be competed, the NPM	Upon considering a program for funding and prior to negotiating an agreement
5	Develop and post an announcement to grants.gov, if competition is applicable. Prior to posting, obtain review and approval of the Program Unit IT Officer and ITD. **4/** If a project is not competed, this will be accomplished in a later step.	NPM/ADODR and ASC Analyst	Upon considering a program for funding
6	Determine whether the applicant is debarred or suspended. If "no", proceed to the next step. If "yes", stop. We are prohibited from entering into an agreement with that applicant. Refer to 2 CFR 417.215 for exclusions, i.e., for not covered transactions. Skip this step for revisions only.	ADODR and ASC Analyst	1 work day and prior to entering into negotiations with an applicant
7	Negotiate and develop a work plan and financial plan and negotiate the terms and conditions of the Notice of Award, or changes thereto for revisions and continuations.	ADODR and ROAR	As needed **2/**

Step	Action Needed	Responsibility of	Timeframes
8	Submit the work plan and financial plan to the SPOC, if applicable to CFDA No. 10.028, along with any other forms required by the state's SPOC. If the work plan and financial plan are not sufficiently finalized, this part of the process would occur later (see Step 19). For revisions and continuations, review the SPOC response in the initial year of the agreement to determine whether the review and clearance was (1) applicable to the current year or life of the project or (2) waived for the current year or life of the project. Depending on the response, this step might not be necessary for these two actions.	ROAR ADODR and ASC Analyst verify SPOC intent	For new agreements, 65 Calendar days. For revisions and continuations, 35 calendar days
9	If necessary, obtain written approval from the ADO through the ADODR/ASC to incur pre-award costs. Approval is granted only if EO 12372 Intergovernmental Review of 10.028 is not required by the SPOC or it has been completed.	ROAR	Before work commences
10	Submit the draft work plan and financial plan to the ASC Analyst for review.	ADODR	As needed **2/**
11	Review the work plan and financial plan for adequacy, completeness, and compliance with authorities, regulations, and policies. Prepare the Notice of Award. Submit for review and approval by the NPM **3/** and Program Unit IT Officer. **4/** Revisions that are solely administrative in nature, e.g., related to federal assistance regulations and policies, as determined by the ASC analyst might not require NPM and Program Unit IT Officer review.	ASC Analyst	10 work days
12	Upon receipt from the ASC, review the draft agreement package (work plan, financial plan, and Notice of Award) to ensure compliance with program authorities, goals, objectives, and policies. Clear up any issues with the ADODR. Notify the ASC of changes, if any, and approval of the draft. Steps 7, 10, and 11 will be repeated, if needed.	NPM and Program Unit IT Officer (when applicable)	5 workdays
13	If necessary, coordinate review and comment by the ITD and LPA; and. **4/**	ASC Analyst	5 workdays
14	If necessary, coordinate the OGC review and comment of the **final draft**: and. **5/**	ASC Analyst	3 - 6 months
15	If necessary, coordinate the DOS review and comment	OGC	6-12 months
16	Incorporate changes from the headquarters review parties. Resolve any conflicts in the parties' comments, and submit to the ADODR for concurrence.	ASC Analyst	As needed
17	Review changes, if any, resulting from headquarters review; and obtain the applicant's/recipient's concurrence. If changes are not	ADODR	As needed **2/**

Step	Action Needed	Responsibility of	Timeframes
	accepted or are countered with alternatives, Steps 7 and 10-16 will be repeated, as needed. Notify the ASC of concurrence.		
18	Upon obtaining concurrence for any changes from the ADODR, finalize the agreement package and submit it to the applicant/recipient for signature.	ASC Analyst	5 workdays
19	Submit the application package to the SPOC, if applicable to CFDA No. 10.028 and the process was not completed at Step 8.	ROAR	Refer to Step 8
20	Submit all required documents to the ASC for signature.	ROAR	10 workdays
21	Prepare an APHIS-16R to route for required approvals to the ADO for signature.	ASC Analyst	Upon receipt.
22	Return the signed agreement to the ASC Analyst for distribution.	ADO	5 work days
23	Enter the agreement into ACMS and distribute a copy to the ADODR, recipient, budget analyst(s), and Minneapolis FOB (with printed ACMS data entry screen for obligation). Retain the original in the ADO file. The signed ADODR letter can be distributed at this point as follows: original to the ADODR and a copy to the remaining parties and ADO file.	ASC Analyst	1 work day

1/ This process can include additional documentation such as a Decision Template prepared for each proposed agreement, if required due to current Departmental policy and guidance provided by APHIS Management.

2/ This timeframe must take into consideration the required project start date and the timeframes required to complete all steps necessary for full execution (signature) of the agreement prior to commencement of program activities and expenditures.

3/ The NPM and ADODR, in some situations, is the same person. If so, Steps 7, 10, and 12 will be performed simultaneously followed by Step 11 and then Steps 13-23.

4/ The Program Unit IT Officer and ITD review is required if computers, databases, software, telephones, cell phones, radios, or other information technology components are involved. LPA review is required if publications, audio/visuals, Freedom of Information Act, and Privacy Act components are included.

5/ Drafts submitted to OGC are to be in the final APHIS version, i.e., all interested APHIS parties are to review and provide/incorporate agreed to changes prior to submitting the document for review.

WILDLIFE SERVICES
REVIEW AND APPROVAL PROCESS
FOR
NEW, REVISED, AND CONTINUED COOPERATIVE AGREEMENTS AND GRANTS
FOR THE
REGIONAL AND NATIONAL WILDLIFE RESEARCH CENTER (NWRC) PROGRAMS
(Regional and NWRC processes operate independently.)

(Refer to the Glossary for definitions of acronyms and terms.)

Step	Action Needed	Responsibility of	Timeframes
1	Appoint and notify an ADODR. Notify the ASC Analyst (via the ADODR, if convenient).	ADO	Prior to discussion/ negotiation with the ROAR
2	Prepare, for the signature of the ADO, an ADODR designation letter outlining responsibilities. Provide a copy to the ADODR and review the content with any new ADODR. Notify the ADODR that the original will be forwarded once signed along with a copy of the signed agreement.	Regional/NWRC Agreements Specialist	Prior to discussion/ negotiation with the ROAR
3	As required, submit a list of agreements to be funded for the approval of the Regional/NWRC Director and the RPM/NWRC Program Manager for the program activity. **1/** Revisions that broaden the scope and adjust the funding are subject to this process. As required, submit a list of agreements to be revised to the Regional/NWRC Director.	ADODR	At least 4 months prior to project start date
4	For new agreements, determine program and administrative authority for entering into an agreement for the proposed activity and verify with the ADO, as needed. Skip this step for revisions and continuations unless changes in the original agreement add activities that could be outside the scope of the authority.	ADODR and Regional/NWRC Agreements Specialist Also, if project is to be competed, the NPM	Upon considering a program for funding and prior to negotiating an agreement
5	Develop and post an announcement to grants.gov, if competition is applicable. Prior to posting, obtain review and approval of the Program Unit IT Officer and ITD. **4/** If a project is not competed, this will be accomplished in a later step.	NPM/ADODR and ASC Analyst	Upon considering a program for funding
6	Determine whether the applicant is debarred or suspended. If "no", proceed to the next step. If "yes", stop. We are prohibited from entering into an agreement with that applicant. Refer to 2 CFR 417 for exclusions, i.e., for not covered transactions. Skip this step for revisions only.	ADODR and Regional/NWRC Agreements Specialist	1 work day and prior to entering into negotiations with an applicant
7	Negotiate and develop a work plan and financial plan and negotiate the terms and conditions of the Notice of Award, or changes thereto	ADODR and ROAR	As needed **2/**

Step	Action Needed	Responsibility of	Timeframes
	for revisions and continuations.		
8	Submit the work plan and financial plan to the SPOC, if applicable to CFDA No. 10.028, along with any other forms required by the state's SPOC. If the work plan and financial plan are not sufficiently finalized, this part of the process would occur later (e.g., upon completion of Step 12 and 20, as applicable). For revisions and continuations, review the SPOC response in the initial year of the agreement to determine whether the review and clearance was (1) applicable to the current year or life of the project or (2) waived for the current year or life of the project. Depending on the response, this step might not be necessary for these two actions.	ROAR ADODR and Regional/NWRC Agreements Specialist verify SPOC intent	For new agreements, 65 Calendar days. For revisions and continuations, 35 calendar days
9	If necessary, obtain written approval from the ADO through the ADODR to incur pre-award costs. Approval is granted only if EO 12372 Intergovernmental Review of 10.028 is not required by the SPOC or it has been completed. If the agreement will be signed at headquarters (see Chapter 2), the Regional/NWRC ADO's approval is also required to obtain final approval of the headquarters ADO.	ROAR	Before work commences
10	Submit the draft work plan and financial plan to the Regional/NWRC Agreements Specialist for review.	ADODR	As needed **2/**
11	Review the work plan and financial plan for adequacy, completeness, and compliance with authorities, regulations, and policies. Prepare the Notice of Award. Submit for review and approval by the RPM/NWRC Program Manager. **3/** When applicable, send to the Program Unit IT Officer, ITD and LPA for review and comment. **4/** If meeting the criteria for signature of the Administrator or Deputy Administrator (see Chapter 2), the ASC will coordinate the Program Unit IT Officer, ITD, LPA, and other headquarters review. Revisions are subject to this process and might result in a revision to the Notice of Award.	Regional/NWRC Agreements Specialist	10 work days
12	Review the draft agreement package (work plan, financial plan, and Notice of Award) to ensure compliance with program authorities, goals, objectives, and policies. Clear up any issues with the ADODR. Notify the Regional/NWRC Agreements Specialist of changes, if any, and approval of the draft. Steps 7, 10, 11 and 12 will be repeated, if needed.	RPM/NWRC Program Manager and Program Unit IT Officer (when applicable)	5 workdays
13	Incorporate changes in the agreement package. If signed by a headquarters ADO, submit the draft to the ASC to coordinate headquarters review and continue to Step 14. If not subject to the ASC review, proceed to Step 21.	Regional NWRC Agreements Specialist	

Step	Action Needed	Responsibility of	Timeframes
14	Review the agreement package to ensure it meets all administrative statutory and regulatory requirements and submit to the NPM and Program Unit IT Officer for review and comment. Revisions that are solely administrative in nature, e.g., related to federal assistance regulations, as determined by the ASC Analyst might not require NPM review.	ASC Analyst	5 work days
15	Review the agreement for compliance with program goals and objectives, regulations, statutes, policies and procedures. Resolve any issues with the RPM/NWRC Program Manager and ADODR. Submit comments and changes to the ASC Analyst.	NPM and Program Unit IT Officer (when applicable)	5 work days
16	If necessary, coordinate review and comment by the ITD and LPA; and. **4/**	ASC Analyst	5 workdays
17	If necessary, coordinate the OGC review and comment of the **final draft**: and. **5/**	ASC Analyst	3 - 6 months
18	If necessary, coordinate the DOS review and comment.	OGC	6-12 months
19	Incorporate changes from the headquarters and OGC review parties. Resolve any conflicts in the parties' comments, and submit to the Regional/NWRC Agreement Specialist to review and discuss with the ADODR and applicant/recipient.	ASC Analyst	As needed
20	Review changes, if any, resulting from headquarters review; and obtain the applicant's/recipient's concurrence. If changes are not accepted or are countered with alternatives, Steps 7 and 10-16 will be repeated, as needed, to finalize the terms and conditions of the documents.	Regional /NWRC Agreements Specialist, ADODR, and ROAR	As needed **2/**
21	Upon obtaining concurrence for any changes from the ADODR and applicant/recipient, finalize the agreement package and submit it to the applicant/recipient for signature.	Regional/NWRC Agreements Specialist	5 workdays
22	Submit the application package to the SPOC, if applicable to CFDA No. 10.028 and the process was not completed at Step 8.	ROAR	Refer to Step 8
23	Submit all required documents to the Regional/CPHST Agreements Specialist for signature.	ROAR	10 workdays
24	If headquarters' signature is not required, obtain Regional/CPHST ADO signature and proceed to Step 28. If the agreement is to be signed at headquarters, submit it to the ASC for routing.	Regional/NWRC Agreements Specialist	1 work day

Step	Action Needed	Responsibility of	Timeframes
25	Prepare an APHIS-16R to route for required approvals to the ADO for signature.	ASC Analyst	Upon receipt.
26	Return the signed agreement to the ASC Analyst for distribution.	ADO	5 work days
27	Return a copy to the Regional/NWRC Agreements Specialist. Retain the original in the ADO file.	ASC Analyst	1 work day
28	Enter the agreement into the ACMS and distribute a copy to the ADODR, recipient, budget analyst(s), and Minneapolis FOB (with printed ACMS data entry screen for obligation). Retain a copy. The signed ADODR letter can be distributed at this point as follows: original to the ADODR and a copy to the remaining parties and ADO file.	Regional/NWRC Agreements Specialist	1 work day

1/ This process can include additional documentation such as a Decision Template prepared for each proposed agreement, if required due to current Departmental policy and guidance provided by APHIS Management.

2/ This timeframe must take into consideration the required project start date and the timeframes required to complete all steps necessary for full execution (signature) of the agreement prior to commencement of program activities and expenditures.

3/ The RPM/NWRC Program Manager and ADODR, in some situations, is the same person. If so, Step 7, 10 and 12 will be performed simultaneously followed by Step 11 and then Steps 13-28. Steps 8 and 9 can proceed during the same time as 7, 10 and 11, if appropriate.

4/ The Program Unit IT Officer and ITD review is required if computers, databases, software, telephones, cell phones, radios, or other information technology components are involved. LPA review is required if publications, audio/visuals, Freedom of Information Act, and Privacy Act components are included.

5/ Drafts submitted to OGC are to be in the final APHIS version, i.e., all interested APHIS parties are to review and provide/incorporate agreed to changes prior to submitting the document for review.

DOCUMENTATION OF NEGOTIATIONS IN WORKPLANS/PROPOSALS

TAB 9

Enclosure 5

WORK PLAN FORMULATION TABLE

To assist in the development of the program work plan/proposal, we have prepared the following table and outline as a guide. The work plan/proposal should describe, in detail, the activities to be conducted by the parties to the agreement. Involvement by other parties in the program or project, which is incidental to the agreement, should only be discussed as indicated in III.H.

The work plan for a cooperative agreement discusses the roles and responsibilities of the parties to the agreement (those signing) and the interaction between them as well as their resource contributions.

For a grant, the proposal would address exclusively activities conducted by the Grantee as APHIS would not have a role in conducting the project.

Major topics outlined (I, II, and III) should be included in each program work plan/proposal. It is not intended to be all inclusive, but to serve as a reference for items which should be discussed in development of the program narrative.

An introductory paragraph should be included to identify the cooperating parties, the agreement number, and the overall purpose of the initiative as illustrated in the next paragraph.

This Work Plan reflects a cooperative relationship between the (*insert Cooperator's agency name*) (the Cooperator) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Veterinary Services (VS) under Notice of Cooperative Agreement Award No*. (insert agreement control number)*. It outlines the mission-related goals, objectives, and anticipated accomplishments as well as the approach for conducting a *(insert description of program, e.g., gypsy moth survey and control program)* and the related roles and responsibilities of the parties [e.g., mutual roles, APHIS role(s), Cooperator role(s)] as negotiated.

WORK PLAN FORMULATION TABLE

Work Plan Format Headings by Section (If Section does not apply, omit it.)	Questions that are to be addressed in responding to each Section, if applicable. Questions are not to be inserted into the Work Plan. Write in a narrative format and place under each Section of Column 1 as appropriate.
I. <u>Objectives and Need for the Assistance</u> A. Relevant need or program requiring a solution. B. Supporting documentation. C. Demonstrate need for assistance.	 What relevant need or problem within the cooperator's mission area requires a solution in carrying out a public purpose of support or stimulation authorized by a law of the United States? How does the need or problem align with the mission area and strategic plan and goals of APHIS? Is there any relevant supporting documentation that needs to be referenced or incorporated by reference? Why and in what way does the cooperator need our assistance?
II. <u>Results or Benefits Expected</u> Identify results or benefits to be accomplished through assistance.	 What results or benefits will be derived from the cooperative effort?
III. <u>Approach</u> A. Outline a plan of action. B. Work Performed by Activity or Function.	What is the overall plan of action or approach to the work? This Section should discuss an overall plan of action and clearly outlines in separate sections the roles and responsibilities that are mutual, those of the cooperator, and those of APHIS in terms of work to be performed, expected accomplishments by each party, and resources to be contributed by each. A grant proposal would reflect only work of the Grantee. The activities or functions must be within the scope of the Notice of Cooperative Agreement Award and consistent with the terms and conditions therein. Provide a description for each of the activities or functions (e.g., survey, regulatory, control, etc.) for which funding is to be expended. The narrative is to include any information or data that will be shared with APHIS. Roles and responsibilities of the parties within each functional area as well as the resources to be contributed need to be clearly delineated. If specific program protocols, action plans, or uniform rules or other program guidelines

	must be followed, mention them in this section wherever they apply. A grant proposal would reflect only the work of the grantee. The following sections will assist in the preparation of a succinct proposal that provides APHIS with the information required to determine the appropriateness of a cooperative agreement. These sections are to be included in the work plan as applicable.
C. How each Activity or Function is to be Accomplished.	By activity or function, what work is to be accomplished? Cite program standards, action plans, or other program guidelines as a standard for conducting the particular functions for this program, as applicable.
D. Unusual Features	Describe any unusual features of the project.
E. Resources required :	What resources are required to perform the work?
1. Number and Type of Personnel:	What numbers and types of personnel will be needed? Tie these needs back to the activities outlined in III.A.
a. Current Employees b. Recruit Personnel c. Pay Status of Employees	Are the employees currently employed or will they be hired? If recruited, who will hire the personnel, and what mechanism will be used to hire them? Will they be full-time or part-time? Are they paid or volunteers?
d. Unemployment	How will unemployment payments be handled upon terminating assistance? The budget can include only insurance or equitable contributions to a self insured fund, claims are not allowable.
2. Equipment Needed	What equipment will be needed to perform the work? Include major items of equipment with a value of $5,000 or more. Identify information technology equipment, e,g., computers, and their ancillary components.
a. Equipment provided:	
1. by the Cooperator	What equipment will be provided by the Cooperator?
2. by APHIS	What equipment will be provided by APHIS?
b. Purchased with APHIS funds.	What equipment will be purchased in whole or in part by the Cooperator with APHIS funds?
c. Uses for Equipment	How will the equipment be used?
d. Method of procurement	How will the equipment be procured, i.e., purchase, lease (GSA or commercial, donated by a third party, etc.)? Who will handle acquisition needs? Cooperator procurements shall be in accordance with 2 CFR 225 or 2 CFR 215, as applicable.
e. Method of disposition	What is the proposed method of disposition of the equipment upon termination of the agreement/project?

3. Supplies Needed	What supplies will be needed to perform the work? Identify individual supplies with a cumulative value of $5,000 or more as a separate item. All information technology supplies (e.g., small items of equipment, connectivity through air cards or high speed internet access, readers to record animal identification, radios for emergency operations, telecommunications are to be specifically identified).
a. Supplies provided by:	
1. the Cooperator	What supplies will be provided by the Cooperator?
2. APHIS	What supplies will be provided by APHIS?
b. Purchased with APHIS funds	What supplies will be purchased in whole or in part with APHIS funds?
c. Uses for supplies	How will the supplies be used?
d. Method of procurement	How will supplies be acquired, e.g., purchased, donated by third parties? Who will handle acquisition needs? Cooperator procurements shall be in accordance with 2 CFR 225 or 2 CFR 215, as applicable.
e. Method of Disposition	What is the proposed method of disposition of the supplies with a cumulative value over $5,000 upon termination of the agreement/project?
4. Special Contracts	Are there special contractual requirements, e.g., aerial application, pesticides, cleaning and disinfecting, etc.? Which contracts will be awarded by the Cooperator and by APHIS? What is the purpose of the contract, i.e., what goods or services are being purchases and for what activity and where? Cooperator procurements shall be in accordance with 2 CFR 225 or 2 CFR 215, as applicable.
5. Travel Needs	What are the travel needs for the project?
a. Local Travel	Is there any local travel to daily work sites? What is the purpose? Who, by position type, travels and by what means? Who is the approving official? What are the methods of payment? Indicate number of trips per day/week/month, as appropriate, mileage and related rates plus meals (if authorized by regulation). Total projected mileage, rates, and total costs are to be reflected in the Financial Plan.
b. Extended Travel	What extended or overnight travel will be performed (number of trips, their purpose, frequency and approximate dates). What is the purpose? Who is the approving official? What is the method of payment? Indicate number of trips, rates, transportation costs, and total cost in the Financial Plan.
F. Quantitative Projection of Accomplishments	What is the quantitative projection of accomplishments to be achieved?

1. Identify activity or function. a. Monthly accomplishments. b. Quarterly accomplishments. c. Other specified intervals.	By activity or function, what are the anticipated accomplishments by month, quarter, or other specified intervals?
2. Non-quantitative Accomplishments	When accomplishments cannot be identified by activity or function, provide a list in chronological order, show the schedule of accomplishments, and target date for each.
G. Data Collection and Maintenance :	What type of data will be collected and how will it be maintained? Address timelines for collection and recording of data. How will APHIS be provided access to the data?
H. Project Evaluation	
1. Criteria	What criteria will be used to evaluate the project results and successes?
2. Methodology	What methodology will be used to determine if identified needs are met and results and benefits are achieved?
I. Other Contributing Parties	Are there any other contributing third parties who will be working on the project? Who are they and what is the nature of their effort and their contribution?

Using the Work Plan Formulation Table

1. What are the major components you expect to find in a work plan for a cooperative agreement or grant?

   Authorities — Benefits expected

   Need for assistance — Cost breakdown

2. In a work plan, which of the following details would you expect to find?

   Recipients responsibility — Name, address and social security of Cooperator personnel

   Type of match, in-kind, cash etc. — Clear explanation of each party's responsibility

3. Which of the following is the best example of a benchmark for measuring performance?

   "Training will enhance the department's emergency response capabilities."

   "All plant samples will be test using three (3) separate methods."

   "Surveillance will be conducted by testing 5 animals at each of the 23 locations outlined below. All samples will be tested. Positive samples will result in 100% testing at those locations."

   "The proposed activity will provide unprecedented benefits to both agricultural and wildlife programs of this nation."

4. Which of the following are examples of resources to be reflected in a work plan for a cooperative agreement?

   Number of cooperator personnel — Social security numbers of those paid with indirect costs

   Seasonal workers used under the agreement — Activities which require additional federal funding

5. In outlining the approach for a project, which of the following would be included in the work plan?

   Contracted services and who will monitor — Weather/ Climate forecasts

   Percentage of time devoted to project activities — Extension of deadline to expend funding

6. In describing the location of a project, which of the following is relevant to a work plan?

   Type of terrain — State/ County/ Tribal Area

   Traffic patterns — Legal description of area

   Map from Google maps or Earth — GIS coordinates

The following work plan was developed using the Work Plan Formulation Table. While it addresses many of the components in the table and follows the major section titles, there is variation in the format provided in the table. The point to be illustrated is that the applicable elements in the Table are integrated into the work plan in a manner that fits the project activities, and that not every topic is applicable to this project and is, therefore, not included. Also, note that the questions are not inserted in the text, they are simply intended to prompt insertion of information relevant to (1) determine proper instrument type, (2) adequately document the project for accountability and monitoring, and (3) determine the terms and conditions to be addressed in the Notice of Award (NOA). The last page illustrates how a revision to an original work plan can be initiated. The signature block assumes that no other changes were necessary to the remaining agreement documents, so the APHIS Authorized Departmental Officer (ADO) and the cooperator's authorized signatory official would sign the revision. Revisions to a work plan do not require a signature of the APHIS ADO when it is accompanied by a revision to the SF-424 and NOA.

FISCAL YEAR 20xx
NEW YORK WORK PLAN

In compliance with Cooperative Agreement No. xx-9xxx-xxxx-CA, between the New York Department of Agriculture (the Cooperator) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Veterinary Services (hereinafter referred to as APHIS), this Work Plan outlines the roles and responsibilities of the cooperating parties and the resources they contribute to the program for the control and eradication of low path Avian Influenza (AI) H7N2 in the live bird retail markets (LBMs) in New York.

I. OBJECTIVES AND NEED FOR ASSISTANCE

Since 1986, low pathogenic avian influenza (LPAI) viruses have been occasionally isolated in the LBMs of the northeastern United States, particularly in New York and New Jersey metropolitan areas. Since 1994, an H7N2 subtype virus has been present in these retail markets, and has appeared occasionally in the poultry production and distribution channels which supply these markets. Currently, routine surveillance conducted by New York and New Jersey shows that, at any given time, approximately 50 to 60 percent of these markets are positive for H7N2 LPAI viruses.

When the H7N2 virus first appeared in the northeast live bird marketing system in 1994, it was observed to have two basic amino acids at the H protein cleavage site. In 1998, an H7N2 virus appeared which had three basic amino acids at this cleavage site. Since 1998, this virus has become the predominant virus in this marketing system, displacing the earlier virus. Because highly pathogenic avian influenza (HPAI) viruses typically have four or more basic amino acids at the H protein cleavage site, there is justifiable concern that another mutation in the virus H gene could result in a highly pathogenic virus. Therefore, APHIS contingency funds have been secured to implement an H7N2 LPAI control program in the LBMs.

II. RESULTS AND BENEFITS EXPECTED

Control and eradication of LPAI H7N2 infection in the LBMs is necessary to prevent a possible appearance of an HPAI mutation of this virus. Development of a HPAI would lead to spread of this deadly disease to the multi-billion dollar US poultry industry as well as adversely effecting of export markets of poultry products.

III. APPROACH

A. Cooperative Program Development - The LPAI H7N2 control effort in the LBMs has been developed by a joint Federal-State-Industry working group and is divided into four parts.

1. Epidemiology Study: During July-September **20xx**, VS conducted an epidemiology study of the entire northeast live bird marketing system. The objectives of this study were to determine the prevalence of LPAI in these markets and risk factors associated with markets which test positive. This study also worked to assess the results of the Real Time- Polymerase Chain Reaction (RT-PCR) test for rapid market testing results compared to the standard of virus isolation which may take several weeks for results.

2. Educational Campaign: During the month of December and as a preliminary to Market Testing and Closure to be conducted in January and February, the States of New York, New Jersey, and Pennsylvania are conducting educational programs with the LBMs, instructing them in proper cleaning and disinfection methods, proper bird documentation as well as results from the epidemiology study. Additionally, they are delivering letters explaining the procedures, testing methods and intentions to close markets found positive and orders to close for three days.

3. Market Testing and Closure: During January to March of **20xx**, Cooperator and APHIS personnel will test the LBMs by taking samples from birds and the environment in the markets. Markets with positive results will be ordered closed under orders from the Cooperator's State Veterinarian's office. These markets will be ordered to depopulate birds, to be cleaned and disinfected, and remain closed for three days. Markets that are required to depopulate birds will be eligible for indemnification by the Cooperator. Upon providing documentation, the Cooperator will be reimbursed for these costs under this cooperative agreement. This Market Testing and Closure will occur in three phases.

a. Phase 1: This first phase will consist of a 2-week block of time beginning Sunday, January 6, 20xx. During the first three days, all 81 of the LBMs in New York will be sampled and tested. During this time, bird and environmental samples will be collected. Samples will be packaged and shipped next day FEDEX to the USDA, Agricultural Research Service (ARS), Southeastern Poultry Research Laboratory (SEPRL), Athens, Georgia for RT-PCR testing. Samples will then be sent by SEPRL via FEDEX to the National Veterinary Services Laboratory (NVSL) for virus isolation. RT-PCR results will be sent by SEPRL within 24 hours to the Cooperator's Office of the State Veterinarian. The RT-PCR results will be delivered to the LBM owners beginning Wednesday through Friday of the first week. Markets with negative results will continue to operate normally. Markets with positive results will be given orders from the Cooperator's Office of the State Veterinarian' to reduce inventories by the end of the first week; to close for three days beginning on the following Monday, January 14; and to comply with depopulation and cleaning and disinfecting requirements. Birds and animals which are unsold by the end of the first week are eligible for indemnity. Teams will make an appraisal for indemnities the weekend before closure and submit appraisal forms to the Cooperator's Office of the State Veterinarian to serve as a basis for indemnity payments for approved depopulations. Birds and animals that have correct documentation and receipts will be indemnified at wholesale price. From Monday through Wednesday of the second week, markets ordered closed will be visited to visually assess compliance with closure orders, depopulation, and cleaning and disinfecting. Beginning Thursday morning of the second week, markets ordered closed will be allowed to reopen and repopulate with properly documented birds. Markets not complying with orders will remain closed. Teams will complete work and return to their home duty stations at the end of the second week.

b. Phase 2: The second phase will consist of a repeat of phase 1. Specifically, this first phase will consist of a 2-week block of time beginning Sunday, January 20, **20xx**. During the first three days, all 81 of the LBMs in New York will be sampled and tested. During this time, bird and environmental samples will be collected. Samples will be packaged and shipped next day FEDEX to the USDA, Agricultural

Research Service (ARS), Southeastern Poultry Research Laboratory (SEPRL), Athens, Georgia, for RT-PCR testing. Samples will then be sent by SEPRL via FEDEX to the National Veterinary Services Laboratory (NVSL) for virus isolation. RT-PCR results will be sent by SEPRL within 24 hours to the Cooperator's Office of the State Veterinarian. The RT-PCR results will be delivered to the LBM owners beginning Wednesday through Friday of the first week. Markets with negative results will continue to operate normally. Markets with positive results will be given orders from the Cooperator's Office of the State Veterinarian' to reduce inventories by the end of the first week; to close for three days beginning on the following Monday, January 28; and to comply with depopulation and cleaning and disinfecting requirements. Birds and animals which are unsold by the end of the first week are eligible for indemnity. Teams will make an appraisal for indemnities the weekend before closure and submit appraisal forms to the Cooperator's Office of the State Veterinarian to serve as a basis for indemnity payments for approved depopulations. Birds and animals that have correct documentation and receipts will be indemnified at wholesale price. From Monday through Wednesday of the second week, markets ordered closed will be visited to visually assess compliance with closure orders, depopulation, and cleaning and disinfecting. Beginning Thursday morning of the second week, markets ordered closed will be allowed to reopen and repopulate with properly documented birds. Markets not complying with orders will remain closed. Teams will complete work and return to their home duty stations at the end of the second week.

c. Phase 3: This phase will consist of a 4-week time period during which up to 25 percent of the LBMs will be visited each week . Negative markets will remain open. Markets found with positive results will be subject to the same actions and requirements as in Phases 1 and 2. Personnel will serve on teams on a 2-week rotational basis as it outlined for Phases 1 and 2.

4. Heightened surveillance for AI in LBMs: Following the completion the cooperative program of market testing and closure, APHIS will complete its direct involvement of assistance with personnel and materials. The Cooperator will resume its surveillance under its normal testing patterns to detect LPAI in their LBMs. The Epidemiology study conducted in Part 2 of the Program validated the RT-PCR as a valid tool for rapid results to implement immediate market closure. The Cooperator is requesting financial support for the purchase of a PCR thermocycler. This equipment will allow this testing to be done by the Cooperator at the State level with results available to APHIS. The Cooperator will seek the written approval of and additional funding from APHIS' awarding official to purchase the equipment under this Agreement.

This work plan and cooperative agreement address Part 3 and 4 of this control program. Parts1 and 2 have been completed. The timelines and activities for Parts 3 and 4 of H7N2 AI control program are outlined below.

B. Part 3, Market Testing and Closure, Roles and Responsibilities

1. The Cooperator and APHIS shall:

a. Phase 1 (January 6 to - January 19): Nine teams of two persons consisting of ten APHIS Veterinary Medical Officers (VMOs) and Animal Health Technicians (AHTs) as well as eight Cooperator VMOs and AHTs will conduct Phase 1 activities. Specific responsibilities include: (1) a visit all 81 of the LBMs the first three days of the week to collect bird and environmental samples, package and ship them via FedEx to SEPRL; (2) receive test results and notify markets of results; (3) deliver orders for inventory reduction and market closure; (4) make appraisals of unsold inventories; and (5) perform visual inspection to verify depopulation and proper disinfection and cleaning by the LBMs consistent with Federal/State standards.

b. Phase 2 (January 20 to February 2): Nine teams of two persons consisting of 10 APHIS Veterinary Medical Officers (VMOs) and Animal Health Technicians (AHTs) as well as 8 Cooperator VMOs and AHTs will conduct Phase 2 activities. Specific responsibilities will be the same as those for Phase 1.

c. Phase 3 (February 17 to March 15): During this 4-week time period, five teams of two persons consisting of five APHIS personnel and five Cooperator personnel will visit up to 25 percent of the LBM markets per week. Each team will be on a rotational assignment for two weeks. Specific responsibilities will be the same as those for Phases 1 and 2.

2. The Cooperator shall:

a. Provide test results received in its State Veterinarian's office to the survey teams to begin market notifications.

b. Using its infrastructure and authorities, and upon receipt of appraisal forms from the survey teams, disburse indemnities for approved depopulations to LBM market owners from its State Veterinarian's office. The Cooperator will submit to APHIS the Appraisal Form, 1-23, or the Cooperator's equivalent State form to substantiate indemnity claims paid.

c. Request written approval from the APHIS awarding official by amendment to the Notice of Award and Work and Financial Plans to purchase a PCR thermocycler.

d. Provide resources as follows:

(1) Eight personnel for Phases 1 and 2 and five personnel for Phase 3.

(2) Funding to cover their costs of salaries, overtime, transportation, lodging, meals and incidentals and such other costs as outlined in the Financial Plan for the Agreement.

(3) Vehicles and cell phones and associated service for their personnel.

e. If using Federally-owned or -rented vehicles, to comply with all requirements for vehicle maintenance and usage as outlined in the APHIS Motor Vehicle Fleet Management Manual.

3. The APHIS shall:

a. Enter in to an interagency agreement with the USDA, Agricultural Research Service, SEPRL to test samples taken from all markets during Phases 1, 2, and 3. SEPRL will send the results to the Cooperator's State Veterinarian's office within 24 hours for regulatory action as needed.. SEPRL will perform all tests in Phase 1 and will be responsible for most tests during Phase 2 and few, if any, during Phase 3 with the goal to begin transitioning the responsibility for these tests to NVSL during Phases 2 and 3. These test results will be used as notification to the survey teams to proceed with market notifications.

b. Provide resources as follows:

(1) Ten personnel for each of the three Phases (VMOs and AHTs). Each VMO and AHT will be on two week details from the APHIS Regions. Five of these individuals will be on assignment during the first two weeks with the remaining five rotating in for the second 2-week period.

(2) Funds up to the limits established in the Financial Plan, to the Cooperator to cover indemnity cost for animals ordered destroyed prior to comply with Market Closure.

There are approximately 81 LBMs and 3 wholesalers in the designated area of New York City. Wholesale and dealer facilities are not included in the indemnity agreement. LBMs which market red meat products such as sheep, goats and rabbits are included in the indemnity agreements.

For the purpose of the Cooperative Agreement, we anticipate (based upon results of the epidemiology study done in July and August) a potential 60 percent incidence of low LPAI, which would mean approximately 49 markets will be required to close. Indemnity costs for these markets will depend on the types and numbers of animal present on the day closure is ordered. Because the markets will be told in advance of the need to close, they will have the opportunity to reduce their stock through retail sales. Therefore the cost per market should be minimal. The wholesale price of birds varies by species from $3 (chickens) to $15 (turkeys and ducks) per head. Each market

holds an average of about 250 head. Assuming a maximum of 50 birds remain, at a generous estimate of $10 per head, the cost per market closure would be approximately $500. Thus the total for 49 markets would be $24,500.

Additional costs would be incurred if the market held red meat animals (goats, sheep, cattle, rabbits) that need to be destroyed. Only 24 of the markets carry any significant numbers of red meat animals. We will again assume a 60 percent incidence of AI and a $500 cost per market (based on an earlier evaluation of red meat markets). Thus, the total cost for 14 positive markets would be $7,000.

For the Phase 1 closure estimated cost of indemnity is $31,500; for Phases 2 and 3, assume 60 percent positive for a total of $31,500 each.. Therefore, total indemnification is estimated to be, $94,500.

(3) Field supplies and materials necessary to test and inspect the markets.

(4) Pay for the air transportation costs of APHIS personnel to the temporary duty location.

(5) Pay for lodging, meals and incidentals for APHIS personnel.

(6) Provide five rental cars and associated gasoline for team members to supplement the Cooperator's state-owned fleet. Ensure that all drivers of Federal vehicles have a valid state driver's license and comply with all requirements for vehicle maintenance and usage as outlined in the APHIS Motor Vehicle Fleet Management Manual.

(7) Supply five cell phones and associated 3-month service period contract for APHIS personnel.

(8) Pay for FedEx shipments of laboratory samples to SEPRL and NVSL and results to NVSL and the Cooperator as well as miscellaneous shipments of educational materials.

C. Part 4: Enhance State Surveillance, Roles and Responsibilities

1. The Cooperator shall:

a. Test markets on normal cooperator program and schedule. Results should be reported to APHIS on a regular basis in accordance with Cooperator protocol.

b. Provide reports on a timely basis to APHIS as required in the Notice of Award and other sections of this Work Plan.

D. Quantitative Projection of Accomplishments to be Achieved

1. **Part 3:** Following Phase 1 of market closure prevalence of LPAI positive markets should be reduced from 60 percent to less than 30 percent. From Phase 2 to Phase 3 positive rates should fall from 30 percent to less than 10 percent.

2. **Part 4:** Occasional positive retail markets will probably be detected, but the overall prevalence of positive markets should be maintained below 5 percent.

E. Data Collection and Maintenance

1. **Part 3:**

a.. During phase 1, all LBMs will be tested in the designated region. Positive markets will be closed for 3 days.

b. During Phase 2, all LBMs will be tested in the designated region. Positive markets will be closed for 3 days.

c. During Phase 3, all LBMs (up to 25 percent per week for 4 weeks) will be tested during this 4-week period. Positive markets will be closed.

2. **Part 4:** LBMs will be tested regularly and positive test results obtained by the Cooperator will be reported to APHIS.

IV. GEOGRAPHIC LOCATION

Retail LBM facilities located in the following counties of New York will be included in the activities conducted under Parts 3 and 4 of this program:

Bronx	Manhattan	Queens	Westchester
Kings	Nassau	Richmond	

REVISION NO. 1
TO THE
FISCAL YEAR 20xx
NEW YORK WORK PLAN

The FY 20xx Work Plan for Cooperative Agreement No. xx-9xxx-xxxx-CA, between the New York Department of Agriculture (the Cooperator) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Veterinary Services (hereinafter referred to as APHIS) for the control and eradication of low path Avian Influenza (AI) H7N2 in the live bird retail markets (LBMs) in New York, is hereby amended as indicated below.

Section III.C is amended to add III.C.1.c and III.C.2 and will read as follows:

C. Part 4: Enhance State Surveillance, Roles and Responsibilities

1. The Cooperator shall:

a. Test markets on normal cooperator program and schedule. Results should be reported to APHIS on a regular basis in accordance with Cooperator protocol.

b. Provide reports on a timely basis to APHIS as required in the Notice of Award and other sections of this Work Plan.

c. **Provide laboratory personnel to operate a PCR thermocycler, issue service contracts for equipment, as needed, and purchase primers for PCR testing as needed.**

2. APHIS shall provide funds for the purchase of a PCR thermocycler equipment to provide rapid test results for market closure action.

NEW YORK DEPARTMENT OF AGRICULTURE

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
VETERINARY SERVICES

_____ Date

_____
Regional Director Date

CITRUS CANKER ERADICATION PROGRAM
WORK PLAN 2001

In accordance with cooperative agreement 01-8312-0145-CA, Rev. 01-03. between the Florida Department of Agriculture and Consumer Services, Division of Plant Industry (the Cooperator) and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine (the Service), this Work Plan sets forth the objectives, activities, roles and responsibilities, and budget for the Citrus Canker Program in 2001. The Service will cooperate in managing the project, monitoring support, and assist in control, survey and regulatory to the extent funding and personnel are available in support of the cooperative agreement and this Work Plan.

I. OBJECTIVES AND NEED FOR ASSISTANCE

Citrus Canker is a serious and highly contagious disease of citrus that has been discovered in several locations in the State of Florida. If this disease were to become established throughout the citrus producing areas of Florida, losses of up to $500 million a year could result. This program is needed to assist the State in delimiting and eradicating Citrus Canker infections throughout the State. The objective of this cooperative effort is to conduct survey, control, and regulatory activities for the Citrus Canker disease within the State to:

A. Determine the extent of the infection within the State.

B. Prevent spread of the disease to citrus trees within the State and other citrus-producing areas of the continental United States.

C. Eradicate the Citrus Canker, Asian strain, infection from the State of Florida.

D. Restore residential tree canopy through the Shade Florida campaign.

E. Provide f inancial aid to compensate growers to reduce the economic effect of the citrus canker eradication program on affected commercial citrus growers in the State of Florida. During the current citrus canker outbreak, approximately 1,295,692 commercial citrus trees have been destroyed to control citrus canker. The State of Florida has also identified 87,731 trees from 5 groves that were destroyed due to citrus canker between 1986 and 1990.

II. RESULTS AND BENEFITS EXPECTED

The devastation caused by citrus canker can have a long-term economic impact on the agricultural industry in terms of crop loss, domestic and international market loss and on the consumer in terms of product availability and price increases. Through this mutually beneficial cooperative effort, the Cooperator and the Service endeavor to identify where citrus canker is present, prevent the further spread of citrus canker into non-infested areas, contain the disease to maintain export markets, and ultimately, to eradicate the disease.

The commercial grower compensations are intended to mitigate the financial effects to Florida citrus growers as a result of the citrus canker eradication program.

III. APPROACH

GENERAL PROGRAM ACTIVITIES

A. Plan of Action

1. The Citrus Canker Action Plan, Procedure Manual, and Operational Plan agreed upon by the Cooperator and the Service, will provide basic guidance and direction for general program activities. Specific program functions will be covered in other subparts of this "Approach" section, including the Citrus Health Inspection Program, Control, General Survey, Commercial Compensation, Residential Tree Canopy Replacement, Regulatory, Public Relations and Quality Assurance.

2. An organizational structure, which is mutually agreeable to both parties, will be maintained to provide overall project guidance.

B. Duties, responsibilities and delegations of the cooperating parties are outlined below.

1. The Cooperator and the Service will be involved in the following activities:

a. Developing and enforcing State and Federal quarantines to prevent the spread of disease through the movement of citrus to both intrastate and interstate locations.

b. Destroying infected and exposed plants as determined through the risk assessment process set forth in State/Federal regulations.

c. Joint development and maintenance of systems to manage program

data, including development of specifications for solicitation of contracts.

d. Cooperate fully in maintaining the joint, intensified program in accordance with the Operational Plan.

2. The Cooperator will:

a. Provide a Citrus Canker Eradication Program State Director, Richard Gaskalla, who shall be responsible for coordinating project affairs including planning, decision making, and project reviews, with those of the Service.

b. Provide permanent and temporary field personnel to accomplish program functions. Provide specific Directors for its Control, Grove Survey, Emergency Response, Public Relations and Regulatory operations.

c. Provide identification cards to all employees on the Citrus Canker Eradication Program.

d. Maintain an intrastate quarantine that is compatible with Federal interstate regulations.

e. Conduct an ongoing Safety Program on the program.

f. Prepare periodic reports on the Citrus Canker Eradication Program, as required by State and Federal agencies.

g. Participate with the Service in joint meetings to assess the status and progress of the eradication program and hold a critique at the conclusion of the Citrus Canker Eradication Program.

h. Provide vehicles, other equipment, and supplies as needed to meet State commitments.

i. Assist with the maintenance and storage of equipment and chemicals used on the program.

j. Assume full responsibility and liability, subject to the provisions of Article 7 and 15, for all Federallyloaned personal property including vehicles, radios, cellular phones, office furniture, and equipment as identified by inventory lists which are incorporated into this Agreement by reference.

k. Insure that Federal license tags remain on each Federally-loaned vehicle.

l. Provide State of Florida gasoline credit cards for each Federally-loaned vehicle indicating the respective Federal license tag number.

m. Ensure that only those employees having valid State drivers licenses operate Federally-owned vehicles. Such driver's licenses will be presented to the Motorpool Manager at the time the vehicle is issued to the driver.

n. Complete a Vehicle Condition Report, APHIS-315, for each Federally-owned vehicle or vehicle purchased with cooperative agreement funds, when the vehicle is surrendered from one party to the other. The APHIS-315 will be prepared and signed by a representative of the Cooperator and the Service at the time the vehicle changes possession.

o. Provide preventative maintenance on all Federally-loaned vehicles in accordance with the requirements of the APHIS Motor Vehicle Fleet Management Manual.

p. Provide the following vehicle usage and maintenance reports as described in the APHIS Motor Vehicle Fleet Management Manual.

(1) Operation and Utilization Record to be completed on a quarterly basis by the drivers and turned in by the 5th of each month, to the program office located in Plantation, Florida.

(2) Annual Vehicle Inspection Checklist, APHIS-65, to be completed annually on September 30, of each year, and turned in to the program office located in Plantation, Florida.

q. Provide the Service with the Cooperator's accident report form and a Report of Unserviceable, Lost, or Damaged Property, AD-112, on all Federally-loaned vehicles and vehicles purchased with cooperative agreement funds when the vehicles are involved in accidents or thefts. Reports are to be turned into the program office located in Plantation, Florida, unless otherwise designated by the APHIS Project Manager, Mr. Hornyak, within four days of occurrence.

r. Participate with the Service in testing and implementation of the Pest

Incident Control System (PICS) program data management system. Direct contractor responsible for system and upgrades to ensure that Federal program data management needs are met by PICS.

s. Participate with the Service in destroying citrus canker affected host plants as determined through the risk assessment process set forth in State/Federal regulations.

t. Administer and respond on the disbursement of residential tree canopy replacement funds in accordance with mutually agreed upon administrative procedures.

u. Ensure that FDACS employees driving Federal vehicles complete a USDA, APHIS, Driver Improvement Program, with refresher courses every 3 years.

V. Provide space, utilities, and associated services for State employees through direct lease or through Use Agreements for space currently leased by the Service.

The Service will:

a. Provide a Citrus Canker Eradication Program Federal Director, Michael Hornyak, who shall be responsible for coordinating project affairs including planning, decision making, and project reviews, with those of the Cooperator.

b. Provide permanent and temporary personnel to accomplish survey, regulatory, and control functions. Provide Deputy Directors for Survey, Regulatory, Emergency Response, Quality Assurance, Public Relations and Control operations.

c. Provide an administrative and clerical staff to support the goals and objectives of the Citrus Canker Eradication Program.

d. Provide CCEP-issued identification cards to employees authorized to enforce Federal Quarantines. Such cards are to be prominently displayed during working hours.

e. Assist the Cooperator in preparing periodic reports on the Citrus Canker Eradication Program as required by State and Federal agencies.

f. Participate with the Cooperator in joint meetings to assess the status and progress of the eradication program and hold a critique at conclusion of the Citrus Canker Eradication Program.

g. Loan the Cooperator Federally-owned personal property identified on an inventory list which is incorporated into this Agreement by reference.

h. Provide funds to support program activities to the extent they are available.

i. Provide enforcement activities to prevent interstate movement of the disease.

j. Provide vehicles, other equipment, and supplies as needed to meet Federal commitments.

k. Facilitate scientific knowledge and methods enhancements.

l. Participate with the cooperator in testing and implementation of the Pest Incident Control system (PICS) data management system.

m. Provide specialized expertise in Geographic Information Systems and information system and data base development.

n. Participate with the Cooperator in destroying citrus canker affected host plants as determined through the risk assessment process set forth in State/Federal regulations.

o. Assist the Cooperator with the development of a CCEP Public Relations Section.

p. Assist the Cooperator with the development and implementation of a tree canopy replacement program provided funding is available to carry out such a program.

q. Provide funds as available and authorized to the Cooperator to conduct the residential tree canopy replacement program.

r. Administer program to compensate commerical growers for economic losses due to destruction of trees.

s. Provide space and associated utilities and support services for Federal personnel. APHIS will initiate a Use Agreement between APHIS and the Cooperator to document any Federally acquired space currently occupied by Cooperator personnel.

REGULATORY PROGRAM

A. Plan of Action

1. An effective Citrus Canker Regulatory Eradication Program will be accomplished through effective monitoring of regulated concerns and through effective educational methods. Private industry and the general public will be well informed of Program policies and guidelines.

2. The Cooperator and the Service will accomplish this through an appropriate number of well-trained staff who will conduct periodic, unscheduled inspections of all regulated establishments under compliance agreements.

3. Regulatory inspectors will be trained thoroughly to understand the many intricacies of Regulatory work. The Regulatory workforce will be comprised of both State and Federal employees who will enforce both State and Federal regulations.

B. Work to be Accomplished

1. Any and all businesses handling or working with any Citrus Canker regulated item will be notified of Program guidelines and laws. This will be accomplished by issuing a Program Federal Compliance Agreement as a formal method of informing and educating the regulated concern of their responsibilities.

2. Inspectors will monitor businesses to verify compliance. Such businesses include:

a. Nurseries, Stock Dealers

b. Lawn Maintenance

c. Groves; Grove Maintenance, Packers, Fruit Handlers, Processors

d, Wholesale/Retail Sales, Flea Markets, Swap Meets, Shipper Carrier

3. Homeowners and the general public will be well informed and educated regarding Program goals so that they might assist in preventing the artificial (man-made) spread of Citrus Canker. This will be accomplished through the media, a good public relations campaign, and through an adequate staff of Regulatory inspectors working actively in the field every day. Inspectors will be well trained in their Regulatory responsibilities and good with public relations.

4. Regulatory staffing must be large enough to adequately cover the entire regulated area, constantly monitoring for problems, risks, and potential Citrus Canker violations.

C. Resources

Personnel resources, both state and Federal, are outlined in the attached "Regulatory Staffing Requirements" document.

D. Duties, responsibilities and delegations of the cooperating parties

1. The Service will:

a. Provide adequate Federal staffing, including administrative and field personnel, as outlined in the attached Regulatory Staffing Requirements.

b. Provide a Regulatory Deputy Director, William C. James, for all Statewide activities.

c. Provide adequate vehicles and telephones for Federal employees.

d. Provide all other appropriate equipment for field work (such as decontamination kits and spray equipment; Quat Ammonia kits, gloves, safety equipment).

e. Obtain, as needed, adequate office supplies and office furniture for Federal personnel for safe and comfortable office work (including computers, desks, photocopiers, telephones, janitorial service, etc.). For existing jointly-occupied Federally leased space, APHIS will enter into Use Agreements for Federally-leased space occupied by Cooperator personnel.

f. Consult with the Cooperator regarding any and all changes to Compliance Agreements and any other official project laws, CFRs. rules and guidelines. This would also include any changes to Standard Operating Procedures (SOP's), Quarantine boundaries, lists of regulated establishments, etc.

g. Maintain and update the Regulatory Response Manual annually, or more frequently if needed, in coordination with the State Regulatory Director Mark Estes.

h. Provide staff for monitoring Solid Waste Transfer Stations (for dumped dooryard debris).

i. Establish contact with all local post offices and keep them well-informed on CCEP regulations.

j. Conduct all Citrus Canker Amnesty Bin activities at local airports.

k. Establish contact with local county/city/town governments to inform and advise them of CCEP regulations; verify compliance from government street tree trimming/lawn maintenance departments responsible for public properties.

l. Contact and inform the major power line and telephone line companies regarding regulations on tree trimming debris and decontamination.

m. Send the Regulatory Deputy Director or his designee to attend Citrus Canker Technical Task Force Committee.

n. Send the Regulatory Deputy Director or his designee to attend the Regulatory Subcommittee of the Citrus Canker Technical Task Force Committee.

o. Establish a schedule, agenda, and location for a monthly Statewide Regulatory Committee meeting. Oversee membership issues, coordinate and circulate meeting minutes, and provide the Regulatory Deputy Director as a chairperson for this Committee.

2. The Cooperator will:

a. Provide adequate State staffing, including administrative and field personnel, as outlined in the attached Regulatory Staffing Requirements.

b. Provide a State Assistant Deputy Director, Mark Estes, for all Statewide activities.

c. Provide adequate vehicles and telephones for Cooperator employees, and other appropriate equipment for field work (such as decontamination kits and spray equipment; Quat Ammonia kits, gloves, safety equipment).

d. Provide adequate office supplies and office furniture for Cooperator personnel for safe and comfortable office work (including computers, desks, photocopiers, telephones, janitorial service, etc.).

e. Provide administrative data managers and data-input personnel to maintain data as up-to-date and readily available for any Regulatory output and reports.

f. Provide an efficient and responsive data-management system for storage and retrievability of all data as it pertains to regulated establishments.

g. Maintain an efficient data system which can provide, Statewide, information pertaining to any pending and completed Citrus Canker- related violations.

h. Provide Weekly Reports to managers and headquarters, showing all Regulatory activities in the previous seven days.

i. Consult with the USDA regarding any and all changes to Compliance Agreements and any other official project laws, rules and guidelines. This would also include any changes to Standard Operating Procedures (SOP's), Quarantine lines, lists of regulated establishments, etc.

j. Provide input to USDA in order to assist in periodically updating the Regulatory Response Manual, in coordination with the Federal Regulatory Deputy Director Will James.

k. Provide staff, vehicle(s), and equipment for homeowner voluntary tree removals.

l. Send State Regulatory Deputy Director or his designee to attend Citrus Canker Technical Task Force Committee.

m. Send State Regulatory Deputy Director or his designee to attend the Regulatory Subcommittee of the Citrus Canker Technical Task Force Committee.

n. Send attendees to the monthly Statewide Regulatory Committee meeting. Cooperator will send one Regulatory individual from each office which conducts Regulatory

activities.

o. Provide a co-chairperson for the Statewide Regulatory Committee to assist with issues relating to the monthly meeting.

p. Enter into Use Agreements for Federally-leased space occupied by State personnel.

STATEWIDE RESIDENTIAL SENTINEL SURVEY

A. Plan of Action

1. All residential areas throughout the citrus-producing counties within the State of Florida will be surveyed for the presence of citrus canker.

2. Surveys will be conducted on a regular and ongoing basis. Risk level of a given residential area will be reflected in survey frequency, with higher risk areas being surveyed on a more frequent basis than lower risk areas.

B. Work to be Accomplished

1. Surveys will be based on a sentinel property concept in which each square mile of residential area is overlaid with a 12X12 grid to create 144 subsections within each square mile.

2. Within each of these subsections, we will locate, or attempt to locate, a property that has one or more citrus trees considered moderately to highly susceptible to citrus canker infection. This property will be designated as the "sentinel property", and up to 4 citrus trees on the property will be designated as "sentinel trees".

3. Sentinel properties will be revisited at a frequency determined by the risk associated with the residential area, generally once every 60 days. During each visit, each sentinel tree will be inspected for visible signs of citrus canker infection.

C. How Activities Will Be Accomplished

1. An organizational structure, which is mutually agreeable to both parties, will be maintained to provide overall project guidance. In addition to the essential survey operations, other activities will include a safety program and a public relations campaign to keep the news media, public, and others informed regarding the statewide survey activities and results of the inspections.

2. Maps for residential areas within each county will be generated utilizing data purchased by the Cooperator or Service. Each map will encompass one square mile and will be overlaid by a 12X12 grid that divides the area into 144 subsections.

3. Surveyors will attempt to locate one property with moderately to highly susceptible citrus trees in each of the 144 subsections. These properties will be designated as sentinel properties and up to 4 trees on each property will be designated as sentinel trees. Each sentinel tree will be affixed with a laminated bar code affixed to the tree with wire.

4. Each sentinel property will be revisited on a schedule based on the risk level associated with the residential area the property is in, generally every 60 days. During each visit, all sentinel trees will be inspected for visible signs of citrus canker infection. Each sentinel bar code will be scanned with a bar code reader.

5. All bar code inspection data will be downloaded into a designated computer on a daily basis.

D. Unusual Features of Project

Because of the controversial nature of the Program, participation by homeowners will be voluntary. If a homeowner does not wish to participate in the Statewide Residential Sentinel Survey, an alternate sentinel site will be selected.

E. Duties, responsibilities and delegations of the cooperating parties are outlined below:

1. The Cooperator will, in addition to those responsibilities in the general Work Plan:

a. Provide permanent and/or temporary field personnel to accomplish survey functions.

b. Provide vehicles and cell phones/radios for state personnel engaged in Statewide Residential Sentinel Survey survey activities.

c. Provide supervision for Cooperator personnel engaged in Statewide Residential Sentinel Survey activities.

d. Generate maps, when required, from PICS, ARC-View or

other mapping software.

e. Provide OPS surveyors where necessary to reach staffing levels in the attached Statewide Residential Sentinel Survey Organizational Structure document.

f. Provide State-owned vehicles to Federal personnel to conduct sentinel survey.

2. The Service will, in addition to those responsibilities in the general Work Plan:

a. Provide permanent and/or temporary field personnel to accomplish program functions.

b. Provide program operational planning and direction.

c. Provide vehicles and cell phones/radios for Federal personnel engaged in CHIP.

d. Collocate Federal and State employees engaged in Statewide Residential Sentinel Survey with existing CCEP staff where possible, and provide additional office space where existing CCEP offices are not presently located. In Phase I and II of Statewide Residential Sentinel Survey offices have been or will be established in West Palm Beach, Clearwater, Naples, Ft. Myers, Tampa, Bartow, Orlando and Melbourne. Enter into Use Agreements to document Cooperator occupancy of Federal space.

e. Provide appropriate numbers of the following Federal positions to reach the staffing goals in the attached Statewide Residential Sentinel Survey Organizational Structure document.

QUALITY ASSURANCE PROGRAM

A. Plan of Action

1. The Service's quality Assurance personnel will analyze the basic tasks performed by surveyors, survey mapping personnel, and control squad bosses, and will use those analyses to develop quality assurance checklists for each work category.

2. The Service's PPQ Officers will use the checklists to objectively evaluate the quality of work in each area and will generate weekly and monthly reports on the quality of work being performed.

3. A task analysis will be performed on the Statewide Residential Survey to develop quality assurance checklists for statewide survey activities. Quality assurance will be accomplished by the Service's PPQ Officers who will regularly observe and evaluate the work of statewide surveyors.

B. Work to be Accomplished:

1. To assess and report on the quality of field work in survey, survey mapping, and control in the Incident in Miami-Dade and Broward Counties.

2. To ensure a consistent and high-quality Statewide Residential Tree Survey Program.

C. Resources Required:

1. Incident: The quality assurance work for general survey, survey mapping, and control will take place in Miami-Dade, Broward, and Palm Beach Counties. The following human resources will be required:

- Plantation, Florida: 1 PPQ Supervisor (GS-12) and 4 PPQ Officers (GS-9)
- Miami, Florida: 3 PPQ Officers (GS-9)

2. Statewide Residential Survey Program: The quality assurance work for the Statewide Residential Survey Program will take place at the following offices throughout the state: Palmetto, Orlando, Avon Park, Ft. Myers, Naples, West Palm Beach, Ft. Pierce, Melbourne, Clearwater, Brandon, Bartow, and Immokalee. Seventeen PPQ Officer positions are earmarked for quality assurance duties. These positions are included in the work plan for the Statewide Residential Tree Survey Program.

D. Quantitative Goals:

1. General Survey: One PPQ Officer will evaluate an average of 28 surveyors (14 surveyor pairs) each week. Each surveyor pair will be evaluated for a period of two hours at a time. Such evaluation will reflect the general survey of approximately 180 properties per officer on a weekly basis.

2. Survey Mapping: Each PPQ Officer will evaluate an average of 8 survey

mapping pairs each week. Each survey mapping pair will be evaluated for a period of four hours at a time. Such evaluation will reflect the survey mapping of approximately 110 properties per officer on a weekly basis.

3. Control: Each PPQ Officer will be able to evaluate, for a period of four hours at a time, an average of 8 cutting crews each week. Such evaluation will reflect control actions on approximately 60 properties per week.

E. Duties, responsibilities and delegations of the cooperating parties

1. The Service will:

a. Recruit and hire seven PPQ Officers and one PPQ Supervisor to staff the Quality Assurance Program in the Dade/Broward Incident.

b. Seek information from the Cooperator needed to complete an accurate task analysis of the duties performed by general surveyors, survey mappers, and control squad bosses.

c. Develop quality assurance checklists that reflect those duties.

d. Direct the work of the quality assurance officers and provide monthly reports to the Cooperator.

e. Recruit and hire seventeen PPQ Officers to staff the Quality Assurance Program for statewide CHIP activities.

f. Complete an accurate task analysis of the duties performed by sentinel tree surveyors.

g. Develop quality assurance checklists that reflect those duties.

h. Direct the work of the quality assurance officers and provide monthly reports to the Cooperator in offices where surveys are carried out by the Cooperator.

I. Develop and implement a method to test the accuracy and timeliness of scheduled tree inspections, and the Service will advise the Cooperator of the results of the testing in areas where surveys are conducted by the Cooperator.

2. The Cooperator will:

a. Inform the Service of daily work assignments in survey, survey mapping, and control to facilitate quality assurance monitoring.

b. Advise the Service of changes in operational procedures in the above work areas.

c. Meet with Quality Assurance staff from the Service on a regular basis to review results of quality assurance monitoring.

d. Respond to recommendations contained in Quality Assurance reports.

STATEWIDE COMMERCIAL GROVE SURVEY

A. Plan of Action

Commercial grove acreage throughout the State will be inspected for the presence of citrus canker on a predetermined schedule.

B. Work to be Accomplished

Survey activities will be prioritized based upon host susceptibility and proximity to known citrus canker infections (Quarantine Areas). However, all commercial citrus groves will receive at least one annual inspection. Survey types will include:

1. Quarantine Areas/Infected Properties: Inspect every other row on a 30-day cycle.

2. Quarantine Areas/Non-Infected Properties and Associated Groves to Infected Properties: Inspect every other row on a 60-day cycle.

3. General Grove Survey -- Grapefruit and Other High Risk Varieties: Walking, or all-terrain-vehicle (ATV), inspection of every other middle row on a 12-month cycle.

4. General Grove Survey -- Other Than High Risk: Walking, or ATV, inspection of every fourth row, concentrating on taging areas and high risk, buffer areas, on a 12-month cycle.

C. How Activities will be Accomplished

1. An organization structure which is mutually agreeable to both parties will be provided for overall project guidance. Offices will be maintained in six areas of the State; Winter Haven (192,451 acres), Palmetto (52,000 acres), Avon Park (207,685 acres), Fort Pierce (235,803 acres), Immokalee (179,978 acres), and South Dade County (4,000 acres). Every effort will be made to collocate

Federal and State employees at these area offices to foster open communication and cooperation. Each party will secure their own space or enter into the appropriate instrument to document space useage as outlined in the Notice of Award.

2. Maps will be generated for use in the commercial citrus survey program, with the goal of computer generation in all areas by December 2001. Inspection data will be entered into the Pest Incident Control System (PICS) or another compatible system.

3. A quarterly commercial citrus grove inspection report will be generated to chart progress and schedule maintenance by each area office. This report will be provided to the Citrus Canker Eradication Program Director, Richard Gaskalla, within 15 days after the beginning of each quarter of the Cooperator's fiscal year.

D. Resource Requirements

Area offices will be maintained at six strategic locations around the State. The following offices have been established:

1. South Dade County Office -- Responsible for Dade County lime grove inspection. A staff of 90 is required.

2. Immokalee Office -- Responsible for Charlotte, Glades, Lee, Hendry, and Collier Counties. A staff of 153 is required.

3. Fort Pierce Office -- Responsible for Brevare, Indian River, Sanit Lucie, Martin, and northern Palm Beach Counties. A staff of 45 is required.

4. Avon Park Office -- Responsible for Highlands, Hardee, Okeechobee, and DeSoto Counties. A staff of 22 is required.

5. Palmetto Office -- Responsible for Manatee, Sarasota, Pinellas, and south Hillsborough Counties. A staff of 85 is required.

6. Winter Haven Office -- Responsible for Marion, Putnam, Volusia, Lake, Orange, and Seminole Counties. A staff of 25 is required.

E. Duties, Responsibilities, and Delagations of the Cooperating Parties are Outlined Below.

1. The Cooperator will, in addition to those responsibilities in the General Work Plan:

a. Provide program operational planning and direction.

b. Provide permanenet and/or temporary field personnel to accomplish commercial grove surveys.

c. Provide vehicles and cell phones/radios for State personnel engaged in commercial grove survey.

d. Provide supervision for State personnel engaged in commercial grove survey.

e. Generate maps, when required, from PICS, Arc-View, or other mapping programs.

2. The Service will, in addition to those responsibilities in the General Work Plan,:

a. Provide permanent and/or temporary field personnel to accomplish program functions.

b. Provide program operational planning and direction.

c. Provide vehicles and cell phones/radios for Federal personnel assisting with commercial grove surveys.

INCIDENT COMMAND – SOUTH FLORIDA CITRUS CANKER ERADICATION PROGRAM

A. Plan of Action

A general Incident Command System (ICS) organizational structure, coupled with Federal program managers, will be maintained to carry out the Citrus Canker Eradication Program (CCEP) in Dade, Broward, and Palm Beach Counties.

B. Work to be Accomplished

1. All properties will be surveyed for the presence of citrus canker host plants and citrus canker disease.

2. Host plants identified as suspect for citrus canker disease will be confirmed as

positive or negative by the CCEP.

3. Citrus canker infected and exposed trees within 1,900 feet of infected trees will be mapped and subsequently removed after notice to property owners.

4. Citrus canker infected and exposed citrus host plants will be removed by approved contractors under the supervision of the CCEP.

5. Records will be maintained on citrus canker survey and control activities by property.

C. How Activities will be Accomplished

1. An ICS organizational structure, which is mutually agreeable to both parties, will be maintained to provide CCEP guidance in Dade, Broward, and Palm Beach Counties.

2. Property by property surveys will be conducted on a periodic basis to determine the presence of citrus and suspect citrus canker symptoms. Maps and individual parcel inspection information will be generated and supplied to survey crews. The results will be scanned into the CCEP data base for appropriate follow up action.

3. Properties identified as containing suspect positive citrus canker host plants will undergo diagnostic testing by a qualified diagnostician of the CCEP.

4. Properties with citrus canker infected host plants will be mapped and will be the focal point for the development of exposed property/host tree 1,900 foot areas.

5. All exposed properties/hosts within 1,900 feet of an infected property will be mapped and the information entered into the CCEP data base.

6. Immediate final orders will be issued to all properties identified as containing a citrus canker infected or exposed host plant.

7. After an appropriate due process waiting period of 10 days for requesting a second Pathology opinion and an additional 10 days to provide homeowners with the opportunity to file an appeal, citrus canker infected and exposed host plants will be removed using approved independent contractors operating under the supervision of the CCEP.

8. Offices will be maintained at strategic locations in Dade and Broward Counties to carry out assigned CCEP activities.

9. Weekly reports will be generated to capture key program activities and chart progress towards eradication.

D. Unusual Features of Program

1. The large size of the CCEP quarantine area in Dade and Broward Counties, coupled with the urban nature of the area, creates a very challenging and logistically difficult plant disease eradication endeavor.

2. Due to the urban nature of the quarantine area, the ICS is needed to manage the large workload and corresponding resources.

3. Public relations in the south Florida CCEP is a critical element needed to provide accurate information to area citizens. (See Public Relations section.)

E. Duties, Responsibilities, and Delegation of the Cooperaing Parties are Outlined Below

1. The cooperators will, in addition to those responsibilities in the General Work Plan:

a. Provide the management structure/personnel required under the ICS to accomplish program management.

b. Provide permanent or temporary staff to carry out program activities.

c. Provide vehicles and cell phones/radios for State personnel.

d. Provide appropriate levels of supervision.

e. Maintain the CCEP data base and related mapping resources.

2. The Service will, in addition to those responsibilities in the General Work Plan:

a. Provide an appropriate level of management personnel to work closely with the ICS and assist with CCEP planning and direction.

b. Provide vehicles and cell phones/radios for Federal personnel.

c. Provide key personnel to assist with citrus canker regulatory, survey, control, and quality control in the south Florida CCEP.

E. Resources

In addition to the CCEP (ICS and Federal) management structure, a field office and

support staff of 1000 employees will be needed to carry out survey, regulatory, and control activities.

RESIDENTIAL PROPERTY TREE CANOPY REPLACEMENT (SHADE FLORIDA) PROGRAM

A. Plans of Action

All residential properties having citrus canker infected or exposed host plants removed will receive a Shade Florida voucher card for $100 provided they meet program qualifications and funding is made available.

B. Work to be Accomplished

1. The CCEP will maintain a database of properties eligible to participate in the Shade Florida Program
2. Within the confines of available funds, eligible property owners will receive a notice explaining the program and how to participate.
3. State Florida cards will be sent to eligible parties upon receipt of their notice of intent to participate.

C. How Activities will be Accomplished

1. An organizational structure, which is mutually agreed to by both parties, will be maintained to carry out the program.
2. The Shade Florida Program will be administered from the cooperators office in Tallahassee, Florida with the FDACS Division of Administration.
3. Appropriate support including data for program delivery will be supplied by the CCEP field offices wherein residential tree removal activities are occurring.
4. Based on data supplied by the CCEP in residential, wherein citrus canker infected or exposed trees have been removed by an Immediate Find Order, notice will be sent indicating eligibility to participate in the Shade Florida Program.
5. Upon receipt of interest in participating back from eligible property owners, a Shade Florida Card will be sent with information on program parameters.
6. Program administration will be contingent on funding appropriations.

D. Duties, responsibilities and delegations of the cooperating parties are outlined below.

1. The Cooperator will, in addition to those responsibilities in the General Work Plan:
   a. Take the lead in the administration of the Shade Florida Program.
   b. Maintain the database and data necessary to carry out the program.
   c. Provide permanent and/or temporary personnel to carry out the program.
   d. Maintain records on the program.
   e. Carry out the program within the established rules and regulations of the Shade Florida Program.
   f. Keep the service informed on the progress/status of the program.
2. The Service will, in addition to those responsibilities in the general work plan,:
   a. Assist the Cooperator with operational planning and direction.
   b. Provide Federal funds within available resources to augment State appropriations for the program.

COMMERCIAL GROWER COMPENSATION

A. Plan of Action

1. APHIS will appoint a representative for the approval of Commercial compensation claims.
2. The State will designate a Commercial compensation claims point of contact.
3. The State will continue to accept completed claim forms from commercial citrus growers at the FDPI/USDA Citrus Canker Eradication Project office in Winter Haven, FL.
4. Documents will be date and time stamped and logged into a status ledger maintained by the State.
5. The APHIS administrative assistant will check the ledger daily and record new information in a local APHIS data base created for that purpose.
6. The State will review the claims for completeness. Claimants will be notified if there is missing documentation. Date and time of notification will be recorded in the status ledger.

7. The State will review claims for correctness. This will be accomplished by completing a worksheet, (copy attached), and comparing the claimants request with the pertinent Destruction Orders, Immediate Final Orders, Waiver not to Sue and any other historical documents which may be used to verify the claimants request. In addition, the State will verify that destruction of the trees was actually accomplished. This will be done by accessing the control data in PICS, or telephonically through the State's Control point of contact in Plantation, FL. Claimants will be notified if there are any discrepancies. Date and time of notification will be recorded in the Status ledger.

8. The State and claimants will work together to resolve any issues or documentation discrepancies. Issues or documentation discrepancies, which cannot be resolved, will be given to the APHIS designated representative for resolution or other action as may be appropriate. This action will be recorded in the status ledger.

9. The State will forward completed and verified claims to the APHIS designated representative for approval. This action will be recorded in the status ledger.

10. Upon receipt of a completed claim from the State, the APHIS designated representative will review and approve the claim.

11. The APHIS Administrative Assistant (AA) will enter all necessary data into the APHIS local data base. The AA will make a copy of all documentation in the claim and create an APHIS file for the documents.

12. The APHIS administrative assistant will forward all original documents to the APHIS MRPBS, Payments Section in Minneapolis, MN, by overnight mail to make disbursements to the claimants. A copy of the mailing receipt will be retained in the file.

B. Reports

The APHIS designated representative will provide a weekly status report of all compensation actions to the ADODR in Plantation, Florida. The report will include as a minimum:

- Name of claimant
- Day of receipt at Winter Haven
- Total number of trees destroyed
- Number of trees destroyed by type
- Total number of acres
- Total dollar amount of request
- Dollar amount by type of tree destroyed
- Current Status, Problems if any
- A separate reconciliation sheet with totals of all claims.

C. Geographic Location of Project

The Commercial Compensation Program will be conducted in Winter Haven, Florida.

PUBLIC RELATIONS

A. Plan of Action

To conduct a public relations program throughout Florida that will result in increased public, industry and political support for and cooperation with the Citrus Canker Eradication Program. Activities will include a public relations campaign to keep the news media, public, and others informed regarding the infestation and progress being made.

B. Work to be Accomplished

1. Federal and State Public Relations staff will conduct public meetings, generate press releases, and respond to media requests.

2. Federal and State Public Relations staff will develop and implement a communication plan to educate and inform residents as the CHIP survey program moves into their area.

3. Federal and State Public Relations staff will respond to negative press in an appropriate manner.

4. Federal and State Public Relations staff will work with contracted Public Relations firm to develop multimedia presentation and make presentation to media editorial boards.

5. A "Help Line" will be manned to provide residents with a structured way to resolve complaints and obtain information.

C. How Activities Will Be Accomplished

1. Public relations/communication plans will be developed and public relations activities will be accomplished jointly by State and Federal Public Relations staff members.

2. Press releases will be approved by both Federal and State PR Directors.

D. Duties, responsibilities and delegations of the cooperating parties are outlined below:

1. The Service will:

a. Provide a Public Relations Deputy Director to be stationed in Plantation, Florida.

b. Provide contractual services of a Public Relations firm that specializes in crisis management or damage control.

c. Provide adequate administrative support for USDA public relations activities.

2. The Cooperator will, in addition to those responsibilities in the general Work Plan:

a. Provide an administrative, clerical, and public relations staff to efficiently and effectively accomplish program goals and objectives.

b. Take the lead in all public relations.

c. Establish and staff a Citrus Canker Eradication Program (CCEP) Public Relations Section including an information/help line to address issues raised by affected parties. This section will route damage and health claims or complaints to appropriate parties for follow-up and resolution.

E. Geographical Location

The Citrus Canker Eradication Program will take place in the regulated areas of Hendry, Collier, Dade, Broward, Palm Beach, Hillsborough and Manatee counties. Other areas may be added by mutual consent of the Cooperator and Service.

Florida Department of Agriculture and Consumer Services
Division of Plant Industry
P.O. Box 147100
Gainesville, FL 32614-7100

_____

Recipient Organization's Authorized Representative Date

United States Department of Agriculture
Animal and Plant Health Inspection Service
Plant Protection and Quarantine

_____

Authorized Departmental Officer's Designated Representative Date

FISCAL YEAR 2004
WORK PLAN
EVALUATION OF COYOTE LURE OPERATIVE DEVICE (CLOD)
FOR DELIVERY OF ORAL BAITS

This Work Plan is developed pursuant to a cooperative agreement between of the University of Wyoming, Department of Animal Sciences, hereinafter referred to as University, and the United States Department of Agriculture, Animal and Plant Health Inspection Services, Wildlife Services, hereinafter referred to as APHIS. It outlines the project objectives, approach, roles and responsibilities of the parties in developing a coyote-specific delivery mechanism for oral baits, and the expected outcome.

I. Objectives and Need for the Assistance

The population of predatory coyotes has increased at an alarming rate during the past decade. These animals are a serious threat to livestock as well as human safety. Various control methodologies have been used in controlling this wildlife population including euthanasia and controlled hunting. More humane approaches that will control and, ultimately, reduce populations and minimize the threat to the health and safety of livestock and human populations are sought.

The University proposes to continue research that has successfully yielded effective, orally deliverable compounds for eliminating reproduction in both male and female coyotes. A species-specific means of delivering such compound to free-ranging coyotes was initiated in Fiscal Year 2003. This proposal is for the second year of this two-year investigation.

The primary objective of this research project is to demonstrate the potential use of the CLOD as a delivery mechanism for orally active reproductive inhibitors to coyotes. Secondary objectives are the efficaciousness of the inhibitors. Comparative more data have been collected on the effect of antiprogestins on females. However, minimum dosages have yet to be determined. Three years of pilot studies on male inhibitors have yielded successful results, but are beyond the scope of this project's primary objective – delivery.

Specific goals are to:

A. Evaluate the effectiveness of the Coyote Lure Operative Device (CLOD) as a means of delivering orally deliverable compounds to coyotes.

B. Investigate effectiveness of coyote attractants (e.g., fatty acids) to lure coyotes to the CLOD.

C. Develop a highly palatable, environmentally stable coyote bait that is compatible with CLOD delivery and the pharmacokinetics of the target compounds.

D. Demonstrate efficacy of the CLOD as a self-activating drug delivery mechanism for terminating pregnancy in coyotes.

II. Results or Benefits Expected

This project will determine if the CLOD is an effective tool for delivering treated baits. A secondary outcome of this research may be the termination of pregnancy.

III. Approach

A. Plan of Action

A statistically valid research design will be developed for testing bait attractiveness (ability to find the randomly located CLOD within an established enclosure grid), acceptance (ability to repeatedly approach and open the CLOD), and delivery (amount of bait consumed). Latencies between and duration of those behaviors associated with search, approach, avoidance, and consumption will be timed and recorded in order to quantify results. Sex and age comparison will also be calculated. Climatological data will be recorded for each trial. Qualitative measures will also be developed.

Approximately 28 coyotes have been given habituation trials in order to assess, in part, their acceptability as experimental subjects for this project. Baseline trials will be run in November and December with the final experimental sample size determined by the number of coyotes reaching an established criterion. Depending on the success of baseline trials, experimental trials will begin in mid-January and continue until mid-March. Coyotes will be pair in November and housed in adjacent kennels. Mating in this colony typically occurs from late January to late February. Pregnancy will be determined by physical palpation and ultrasound examination for embryonic vesicles or fetuses at approximately 30 days after the peak of breeding activity. Female experimental subjects diagnosed as pregnant will receive antiprogestin compound (10 mg/kg) delivered through the use of the CLOD for two successive treatments at 24 hour intervals. Each animal will serve as its own control, having received an equal quantity of corn starch for two success treatments after attaining criterion (e.g., ten successive successful CLOD deliveries of the bait at 24 hour intervals). Females will again be examined 48 hours later to confirm pregnancy, run to a new criterion (e.g., five successive successful CLOD deliveries of the bait at 24 hour intervals), then treated with the antiprogestin compound for two successive days and pregnancy tested 48 hours later.

Commensurate with the above experimental processes, pharmacological investigations will be undertaken in order to attempt extending the bioavailability of the antiprogestin compound. If this is not practical, the compound will be microencapsulated for extended release. Pending the success of these techniques, a single CLOD treatment may be possible.

B. Resources required

1. The University will provide:

a. The Principal Investigator, Dr. Steven Horn, to provide oversight and direction in the manner and methodology employed in conducting the research.

b. Animal care technicians will assist in the conduct the baseline trials and subsequent experimental trials, including the administering of compounds, observation of behaviors specifically required in the Baseline Trial Observation Chart (Attachment 1) and the Experimental Trial Observation Chart (Attachment 2).

c. Veterinary staff will monitoring the health and condition of the trial animals prior to, during, and after each Trial and record and certify medical data on Attachments 1 and 2.

d. Pharmacological consulting on an as needed basis to ensure controlled dosages of all compounds administered and for bench chemistry and pharmacological investigations.

e. Use of the 32-kennel coyote block, examination room, observation booth, and test enclosure at the Department of Animal Sciences' Livestock Center (DASLC) west of Laramie, Wyoming.

f. Facilities in the School of Pharmacy (SP) have been provided for bench chemistry and pharmacological investigations.

g. Purchases of supplies for kennel maintenance, climatological monitoring, CLOD manufacturing and components, baits, attractants, and food for the animals.

h. Kennel and septic maintenance via contract.

i. Provide transportation for personnel between the DASLC and SP, as needed (5 mile round trip).

2. APHIS will:

a. Provide scientists and technical support staff to coordinate the study activities which includes collaborative consultation with the Principle Investigator in the methodology and approach to conducting the baseline and experimental trials.

b. Provide historical data gathered relative to the use and sample size of various compounds in prior field trials for comparison of results.

C. Quantitative projection of Accomplishments to be achieved :

1. Baseline trials, conducted in November and December, will provide a final experimental sample size as determined by the number of coyotes reaching an established criterion and defined by the Sample Size Model.

2. Experimental trials, conducted in mid-January through mid-March, will provide evidence of the effectiveness of the CLOD as a delivery mechanism for orally active reproductive inhibitors to coyotes with a secondary outcome being the possibility of the termination of pregnancy..

D. Data Collection and Maintenance :

1. Data collected will include compounds used, sample size, method of delivery, frequency, date, and time of delivery. Data will be posted as required in Attachments 1 and 2 for later entry in the CLOD Computer Model.

2. Quarterly accomplishment and financial reports will be provided to APHIS' designated representative at the following address:

USDA, APHIS, WS
29 Somewhere Steet
Anytown, WY 20000

Accomplishment Reports will include:

a. a comparison of actual accomplishments with the goals and objective established for the period, the findings of the investigator, or both. Whenever appropriate and the output of programs or projects can be readily quantified, such quantitative data should be related to cost data for computation of unit costs.

b. reasons why established goals were not met, if appropriate.

c. other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

IV. <u>Geographic Location in which Project is to Take Place</u>

The Project will be conducted at the University's School of Pharmacy (SP) in Laramie, Wyoming and the nearby Department of Animal Sciences' Livestock Center (DASLC) west of Laramie.

Avian Influenza Work Plan

1. How does this work plan measure success?

_____

_____

2. What activities are being conducted under this work plan?

_____

_____

3. Will any special equipment be needed to carry out the work plan?

_____

_____

4. How many APHIS personnel will be assisting with this work plan? How many cooperator personnel?

_____

_____

5. Where geographically will this work be taking place?

_____

_____

6. Why is a Cooperative Agreement being used to accomplish these activities?

_____

_____

FINANCIAL PLAN

TAB 10

STEPS TO ENSURE PROPER FINANCIAL MANAGEMENT OF AGREEMENTS

PREAWARD PHASE:

- Select an ADODR with capacity to carry out the remainder of the steps below.
- Negotiate a sound work plan and financial plan.
- During negotiations, consider other sources of funding such as program income and the method of application to the project.
- Consider the transfer of property and supplies purchased by the recipient with agreement funds and whether it would be advantageous to transfer title to the federal government with compensation.
- Negotiate proper frequency of reports, which are required at least annually, but can be more frequent.
  - Accomplishment reports:
    Ensure frequency is sufficient to monitor progress and thereby enable the ADODR to determine the reasonableness and timeliness of payment requests.
  - Financial Reports:
    Ensure frequency is sufficient to monitor the rate of obligation and expenditure of program funds in direct correlation to the work accomplishments, budgeted amounts, and cash flow projections.

POST AWARD PHASE:

- Monitor timely receipt of and accuracy of reports in direct correlation to planned activities and accomplishments.
- Determine if spending is at the rate projected, i.e., does it appear funds are in excess of needs.
- Perform site visits/financial reviews as necessary to ensure performance and reliability of financial data.

CLOSE OUT PHASE:

- Ensure the final accomplishment and financial reports are submitted timely.
- Make sure the cost share ratio established in the award article is maintained.
- Check to ensure that there are not any unobligated balances reported in the final SF-425 and, if so, take action to de-obligate them.
- Verify that all payments are proper and any excess or improper payments are collected.

TABLE OF ALLOWABLE COSTS

Consult the appropriate cost principles for specific guidance on costs. We have listed for your convenience the costs that are covered by each circular. This table should be used together with the applicable cost principles. Failure to mention a particular item of cost is not intended to imply that it is unallowable; rather, determination as to allowability in each case should be based on the treatment or principles provided for similar or related items of cost.

COSTS AS MENTIONED IN THE COST PRINCIPLES Table 4-5

Type of Cost	**2 CFR 225 (Circular A-87) State & Local Governments**	**2 CFR 220 (Circular A-21) Institutions of Higher Education**	**2 CFR 230 (Circular A-122) Nonprofit Institutions**
Advertising and Public Relations Costs	R	R	R
Advisory Councils	A	A	A
Alcoholic Beverages	U	U	U
Audit Services	A	A	A
Bad Debts	U	U	U
Bonding	A	A	A
Commencement & Convocation Costs	X	U	X
Communications	A	A	A
Compensation for Personal Services	A	A	A
Contingencies and Provisions	U	U	U
Deans of Faculty and Grad Schools	X	A	X
Defense and Prosecution of Criminal and Civil Proceedings and Claims	X	R	R
Depreciation and Use Allowances	R	R	R
Donations and Contributions	U	U	U
Employee Fringe Benefits	A	A	A

Type of Cost	2 CFR 225 (Circular A-87) State & Local Governments	2 CFR 220 (Circular A-21) Institutions of Higher Education	2 CFR 230 (Circular A-122) Nonprofit Institutions
Employee Morale, Health, & Welfare Costs	A	A	A
Entertainment Costs	U	U	U
Equipment - and Other Capital Expenditures	P	P	P
Fines and Penalties	U	R	R
Fund Raising and Investment Costs	U	U	U
Gains and Losses on Disposition of Depreciable Property	R	R	R
General Government Expenses	U	X	X
Goods or Services for Personal Use	U	U	U
Housing and Personal Living Expenses	X	X	P
Idle Facility and Idol Capacity Costs	R	R	R
Insurance and Indemnification	P/R	P/R	P/R
Interest	R	U	U
Labor Relations Costs	X	A	A
Lobbying	U	U	U
Losses on Other Sponsored Agreements and Contracts	X	U	U
Maintenance, Operation, and Repairs	A	A	A
Materials and Supplies Costs	A	A	A

Type of Cost	2 CFR 225 (Circular A-87) State & Local Governments	2 CFR 220 (Circular A-21) Institutions of Higher Education	2 CFR 230 (Circular A-122) Nonprofit Institutions
Memberships, Subscriptions, & Professional Activities	A	A	A
Meetings and Conferences	A	A	A
Page Charges for Professional Journals	X	X	A
Participant Support Costs	X	X	P
Patent Costs	R	R	R
Plant and Homeland Security Costs	A	A	A
Pre-agreement Costs	P	P	P
Professional Services	R	R	R
Proposal Costs	R	R	X
Publication and Printing Costs	A	A	A
Re-arrangement and Alteration Costs	A	A	A
Reconversion Costs	A	A	A
Recruiting Costs	X	A	R
Relocation Costs	X	X	R
Rental Costs of Buildings and , Equipment	A	A	A
Royalties and Other Costs for the Use of Patents	R	R	R
Scholarships and Student Aid	X	P	X
Selling and Marketing	U	U	U
Severance Payments	X	R	A

Type of Cost	2 CFR 225 (Circular A-87) State & Local Governments	2 CFR 220 (Circular A-21) Institutions of Higher Education	2 CFR 230 (Circular A-122) Nonprofit Institutions
Specialized Service Facilities	X	A	A
Student Activity Costs	X	U	X
Taxes	A	A	R
Termination Costs	R	R	R
Training Costs	A	X	R
Transportation Costs	A	A	A
Travel Costs	R	R	R
Trustees	X	A	A

A= Allowable
R=Restricted
U=Unallowable

COST SHARING OR MATCHING DEFINITIONS

Cost-matching:	**Refers to the percentage match to Federal funds, dollar for dollar, that the Grantee must provide, e.g., a 20 percent match means that the Grantee must provide 20 cents for every Federal dollar contributed to the project. A match is specified in legislation and is not negotiable.**
Cost-sharing:	**Refers to the percentage of the Grantee's participation in total project costs and is a negotiable rate by the parties. For example, if the Federal share is 60 percent, the non-federal share is 40 percent.**
Total project cost:	**Refers to those allowable costs incurred by the Grantee and value of in-kind contributions made by a recipient or third parties in accomplishing project objectives during the period of the award.**

COMPONENTS OF COST SHARING AND MATCHING

- **Cost sharing and matching express *non-federal* participation in the total cost of a project or program.**

  Example: If the Federal share is 66 2/3 %, the recipient's share is 33 1/3 %.

- **Cost matching directly compares Federal and non-Federal participation dollar for dollar.**

  Examples: A 50 % match of Federal funds means the recipient must provide 50 cents for every Federal dollar spent.

  A 100 % match means one recipient dollar for every Federal dollar.

- **Costs to be considered are those:**

  - **allowable under applicable OMB guidance for the type of recipient;**
  - **incurred by the recipient**
  - **contributed by third parties as in-kind contribution;**
  - **verifiable in the recipient's records;**
  - **not included as contributions to other Federally-assisted projects or programs;**
  - **are necessary and reasonable for proper and efficient accomplishment of project or program objectives;**
  - **are not paid by the federal government under another award, except where authorized by Federal statute to be used for cost sharing or matching;**
  - **are provided for in the approved budget when required by the awarding agency; and**
  - **conform to other provisions of 7 CFR 3016 or 7 CFR 3019.**

COST SHARE AND MATCHING (Continued)

- **APHIS does not have specific cost-sharing or -matching requirements unless so stated in our appropriation.**
- **APHIS in-house expenditures are not a part of the cost-share to the agreement.**
- **Refer to 7 CFR 3016.24 or 7 CFR 3019.23**
- **Cost share on the "program" is distinguished from cost share for the agreement when APHIS in-house expenditures are considered.**

		Percent of Agreement Budget	Percent of Program Budget
Agreement Budget:			
Cooperator Expenditures	$1,000,000	100 %	
Cooperator Share	500,000	50 %	
APHIS Share	$ 500,000	50 %	
Program Budget:			
APHIS In-house Expenditures	$1,500,000		
APHIS share of Agreement	500,000		
Total APHIS share	$2,000,000		80 %
Cooperator Share	$ 500,000		20 %
Total Program Costs	$2,500,000		100 %

S A M P L E

FY 2011
FINANCIAL PLAN
FOR
COOPERATIVE AGREEMENT NO. 11-9xxx-xxxx-CA

Personnel

Part 3, Phase 1, 2 weeks, 6 days, 9 hours per day

4 Vets @ $31.93 x 54 hours x 2 weeks =	$13,793.76	
4 Techs @ $18.26 x 36 hours x 2 weeks =	5,258.88	
4 Techs @ $27.39 x 18 hours x 2 weeks =	3,944.16	$ 22,996.80

Phase 2, 2 weeks, 6 days, 8 hours per day

4 Vets @ $31.93 x 48 hours x 2 weeks =	$12,261.12	
4 Techs @ $18.26 x 24 hours x 2 weeks =	3,505.92	
4 Techs @ $27.39 x 12 hours x 2 weeks =	2,629.44	18,396.48

Phase 3, 4 weeks, 6 days, 8 hours per day

3 Vets @ $31.93 x 48 hours x 4 weeks =	$18,391.68	
2 Techs @ $18.26 x 24 hours x 4 weeks =	3,505.92	
2 Techs @ $27.39 x 12 hours x 4 weeks =	2,629.44	24,527.07

Part 4, VMOs and AHTs, 20 hours per week for 13 weeks

1 Vet @ $31.93 x 20 hours x 13 weeks =	$8,307.00	
2 Techs @ $18.26 x 20 hours x 13 weeks =	9,495.20	17,802.20

TOTAL SALARIES	$ 83,722.55
Fringe Benefits @ 31.61%	26,464.70
TOTAL SALARIES AND BENEFITS	$110,187.25
Indirect Costs on Total Salaries and benefits @ 27.65 %	30,466.77
TOTAL SALARIES, BENEFITS & INDIRECT COSTS	$140,654.02

Travel

TDY Lodging & MIE for Cooperator Personnel

	2 VMOs X 27 days x $197/day =	$10,638	
Part 3	Phase 1, 4 vehicles x 400 miles @ $.34/mile x 2 weeks =	1,088	
	Phase 2, 4 vehicles x 400 miles @ $.34/mile x 2 weeks =	1,088	
	Phase 3, 3 vehicles x 200 miles @ $.34/mile x 4 weeks =	816	
Part 4	1 vehicle x 200 miles @ $.34/mile x 13 weeks =	884	14,514.00

Communications:

Cell Phones:

Part 3	Phase 1, 4 cell phones @ $20 per week x 2 weeks =	$160.00	
	Phase 2, 4 cell phones @ $20 per week x 2 weeks =	160.00	
	Phase 3, 3 cell phones @ $20 per week x 4 weeks =	240.00	
Part 4	1 cell phone @ $20 per week x 13 weeks =	260.00	820.00

Indemnities: (Refer to Footnote)

Computation for each phase:
$24,500 for birds and $7,000 for red meat = $31,500
$31,500 x 3 Phases = 94,500.00

Total Cooperator Outlays $250,488.02

Less Cooperator Share of Outlays 155,988.02

Total APHIS Share $ 94,500.00

FOOTNOTES:

Basis for indemnity payments:

For the 81 retail markets, we will assume a positive rate of 60% which would mean approximately 49 markets will be required to close. Indemnity costs for these markets will depend on the types and numbers of animal present on the initial day of the closures.

The wholesale price of birds varies by species from $3 (chickens) to $15 (turkeys and ducks) per head. Each market holds an average of about 250 per head. Assuming at most 50 birds remain, at a generous estimate of $10 per head, the cost per market closure would be Approximately $500. Thus, **the total for 49 markets would be $24,500.**

Additional costs would be incurred if the market held red meat animals (goats, sheep, cattle, rabbits) that need to be destroyed. Only 24 of the markets carry any significant numbers of red meat animals. We will again assume a 60% incidence of AI and a $500 cost per market (based on an earlier evaluation of red meat markets). Thus, **the total cost for 14 positive markets would be $7,000.**

It is anticipated that phase one testing will reduce phase two positive market rates in half. Anticipation are market positive rates from phase 2 to phase three should be from 30% to less than 15%. Budget projections are for indemnification if no reductions were made.

Goal and expectations are that, after the completion of Part 3, Market Testing and Closure Part 3, market positive rates will be < 10%. At the end of Part 3, indemnity paid by the Cooperator and reimbursed by APHIS will cease. State policies for market testing and closure of positive markets will continue under normal state programs of Heightened Surveill

FLORIDA

CITRUS HEALTH INSPECTION SURVEY (CHIP)

ORGANIZATIONAL STRUCTURE

Southwest Florida - Deputy Director Maurice Duffel

Work Unit: **PALMETTO**
Counties: MANATEE, SARASOTA
Staffing: DPI OPS Staffed with USDA Oversight

USDA:
1 GS-12 Supervisor
1 GS-9 Officer*
1 GS-4 Secretary**
1 GS-11 Pathologist

PHASE I
Status: In Place

DPI:
12 OPS Surveyors

Work Unit: **FT MYERS**
Counties: LEE, CHARLOTTE
Staffing: USDA Staffed

USDA:
1 GS-12 Supervisor
1 GS-11 Plant Pathologist**
1 GS-9 Officer*
1 GS-4 Secretary**
12 GS-7 Technicians**
1 GS-4 Data Entry Clerk**

PHASE I
Status: Currently staffing

Work Unit: **NAPLES**
Counties: COLLIER
Staffing: USDA Staffed

USDA:
1 GS-9 Officer*
5 GS-7 Techncians**

PHASE I
Status: Currently staffing

DPI:
1 OPS Surveyors

Work Unit: **IMMOKALEE**
Counties: COLLIER, HENDRY (non-quarantine areas), GLADES
Staffing: DPI OPS Staffed with USDA Oversight

USDA:
1 GS-12 Supervisor

Regulatory Staffing Requirements

The following are estimated personnel needs. These numbers are based upon current workloads and number of regulated establishments.

Dade County:

#	State Employees	#	Federal Employees
		1	Director GS-13
1	DPI Deputy Director	1	Supervisor GS-12
4	Field Supervisors	6	Officers GS-9
8	Squad Boss	6	Technicians GS-5
32	Field Inspectors	1	IES Investigator
1	Deputy Director Secretary	2	Secretary GS-5
1	Staff Assistant		
5	Data Managers		
1	Ground Support		
53		17	

Broward County:

#	State Employees	#	Federal Employees
1	Branch Director	1	Supervisor GS-12
1	Field Supervisor	5	Officers GS-9
4	Squad Boss	5	Technicians GS-5
16	Field Inspectors		
1	Staff Assistant	1	Secretary GS-5
2	Data Managers		
25		12	

Immokalee: (+ Ft. Myers & Naples)

#	State Employees	#	Federal Employees
1	Supervisor	1	Supervisor GS-12
6	Field Inspectors	1	Officer GS-9
1	Administrative	1	Secretary GS-4/5
8		3	

Palmetto:

#	State Employees	#	Federal Employees
1	Supervisor	1	Supervisor GS-12
1	Field Supervisor	1	Officer GS-9
11	Field Inspectors	1	Technician GS-5
1	Administrative	1	Secretary GS-5
14		4	

Winter Haven:

#	State Employees	#	Federal Employees
1	Director	1	PPQ Officer GS-9
7	Field Inspectors		
1	Administrative		
9			

Fort Pierce:

#	State Employees	#	Federal Employees
1	Supervisor	1	Officer GS-9
5	Field Inspectors		
1	Administrative		
7			

Avon Park:

#	State Employees	#	Federal Employees
3	Field Inspectors	1	PPQ Officer GS-9
1	Administrative		
4			

Vehicles and Telephones:

Due to the nature of Regulatory work, the majority of this Section's employees work either alone, or with one partner. This makes the demand for vehicles and telephone/two-way radios on a much higher ratio than in other Sections on an Emergency Program. State Supervisors, Field Supervisors, and Squad Bosses need an individual vehicle, plus telephone. The vast majority of Field Inspectors should be working alone, thus requiring individual vehicles for them also and, ideally, a telephone/radio for each vehicle. On the Federal side, Supervisors, PPQ Officers, and PPQ Technicians usually work alone, and each needs a vehicle and a telephone/radio. Normally at each office site, at least one extra State vehicle and one extra Federal vehicle are kept at each office for administrative needs (such as supply purchasing and rotation of vehicles for mechanical work). There should be for both Federal and State administrative help a minimum of one mobile telephone/radioat every office (i.e. both Federal and State administrative each have separate telephone/radio = two administrative mobile telephone/radios per office).

Although many of the Regulatory inspectors working general street monitoring and surveillance can use a 4-door type sedan, there is a big need in Regulatory for pick-up truck vehicles because of fruit/plant/debris seizures and also the work on farmlands,

rural roads, grove and nursery work, etc. This must be factored in when ordering vehicles.

FISCAL YEAR 2004
FINANCIAL PLAN

Salaries and Benefits:		
Principle Investigator		
.05 SY @ $90,000	$4,500	
Benefits @ 20 %	900	
Animal Care Technicians		
3 for 120 hours @ $15 per hour	5,400	
Veterinarian		
.05 SY @ $85,000	4,250	
Benefits @ 20 %	850	
Pharmacist		
.025 SY @ $70,000	1,750	
Benefits @ 20 %	350	
Total Salaries and Benefits		$18,000
Equipment:		
Climatological Monitoring		5,100
Supplies:		
Baits and attractants	500	
Dog food	200	
Total supplies		700
Travel: Local 200 miles @.25/mile		50
Contracts:		
CLOD manufacturing and components	1,950	
Maintenance		
Kennel	800	
Septic	700	
Total Contracts		3,450
Total Direct Costs		$27,300
Indirect costs at 30.9 % of salaries and benefits		5,562
Total Project Costs		$32,862
Cooperator Contribution		10,000
APHIS Contribution		$22,862

CHECKLIST FOR REVIEWING DETAILED FINANCIAL PLANS

Is there a detailed budget object class breakout, by function when appropriate, that supports the resources/activities outlined in the work plan, e.g., , e.g., types of personnel and portions of staff year, travel costs—per diem, airfare, number of days/trips.

Are all costs in the budget allowable, allocable, and reasonable as defined in OMB cost principles?

Is there an indirect cost assessment and, if so, is it at the appropriate rate given our 10 percent statutory limit for cooperative agreements with colleges, universities, and other non-profit organizations?

Is the indirect cost rate applied to the correct base as defined in the Indirect Cost Rate Agreement (ICRA)?

Do we have a copy of the ICRA signed by the cooperating institution and the cognizant federal agency.

Is there double dipping, i.e., direct charging of costs that are or should be included in the indirect cost rate cost pool?

Are major categories of costs adequately supported by footnotes to the financial plan or in the work plan?

Is there supporting documentation for planned purchases that could skew the quarterly forecasted cash needs?

Do the figures on the supplementary financial plan match the SF-424 and SF-424A?

Is the math correct?

NEGOTIATION OF INDIRECT COST RATES

TAB 11

Financial Services Branch | *Kris Caraher* | *June 2011*

Indirect Cost Rate Agreements

Agenda:

- Introduction
- What is an indirect cost rate?
- Indirect cost rate formula
- Why do we do this work?
- What is the Department of the Interior Doing?
- Types of Indirect cost rates
- The APHIS Process
- Determining the Proprietary of the Information the Entity Submits
- Allowable Costs

Agenda Continued:

- Administrative Requirements, Cost Principles, and Audits for various types of Entities:
- How APHIS Programs Use Indirect Cost Rates
- Why do the Footnotes to the Agreement Matter?
- How to apply the rate to your particular Agreement
- General Rules
- Contacts

What is an Indirect Cost Rate?

- Direct Costs x Indirect Cost Rate = Indirect Costs

Indirect Cost Rate Formula:

$$\frac{\text{Indirect Costs}}{\text{Direct Costs}}$$

Why do we do this work?

- Cognizant agency – the Federal agency responsible for reviewing, negotiating , and approving indirect cost proposals on behalf of all Federal agencies. OMB publishes the list.
- Most rate negotiation work is done by the Department of Health and Human Services.
- For Agriculture and Agriculture Industry, the Cognizant Federal Agency is USDA.
- If APHIS is cognizant, we do the work 3 years.

What is the Department of the Interior Doing?

- Texas Animal Health Commission
- Mississippi Board of Animal Health
- Minnesota Board of Animal Health

- State Departments of Agriculture:
  - California - Nevada
  - Colorado - Oregon
  - Idaho - Pennsylvania

- Why?

Types of Indirect Cost Rates:

- Predetermined Rate
  - Based on the estimated costs for the period.
- Provisional and Final Rates
  - Guess at what the rate should be, then go back and adjust it for what the rate actually turned out to be.
- Fixed Carryforward Rate
  - Uses actual costs for the period two years prior and adjusts the rate up or down based on how far off the fixed rate that was used in that prior year.

The APHIS Process:

1. The entity submits a proposal package with the rate, subsidiary worksheets showing what is included as direct costs and what is included as indirect costs, financial data (audited financial statements), organizational chart, and signed certification statements.
2. APHIS or its' designee (currently DOI) reviews the background information and formulates the indirect cost rate agreement.
3. APHIS or its' designee (Currently DOI) and the entity execute the agreement

Determining the Propriety of the Information the Entity Submits:

- How does APHIS (or it's designee) perform this task?
- The APHIS Workplan

Allowable Costs:

- How do we know which costs are allowable?
- How do we know which costs should be included as indirect and which ones should be included as direct?

Administrative Requirements, Cost Principles, and Audits for Various Entities:

	Governments*	**Non-profits**	**Colleges****	**Hospitals**	**For-Profit**
Administrative Requirements	OMB Circular A-102	2CFR 215	2CFR 215	2CFR 215	2CFR 215
Cost Principles	2CFR 225	2CFR 230	2 CFR 220	45 CFR 74 Appendix E	48CFR 31.2
Audit	OMB Circular A-133	OMB Circular A-133	OMB Circular A-133	OMB Circular A-133	2 CFR 215

* - Governments category includes State, Local & Indian Tribal Governments.
** - A state university falls under the Colleges Category not Governments.

How APHIS Programs Use Indirect Cost Rates:

- Typical Agreement

Why do the Footnotes to the Agreement Matter?

- There is information contained in the footnotes (and now body of the agreements, such as the Idaho example coming next) that are critical to you in determining if and how the indirect cost rate applies to your agreement.
- Sample common footnote (From the CA agreement):

Special Agreement - Idaho

- Why the above footnote was not working
- Special Agreement
- More special agreements in APHIS's future?

How to apply the rate to your particular Agreement

- You should have a copy of the indirect cost rate agreement in your file. Eileen Berke – lists the ones we negotiate online.
- Look at the agreement and see what it says - - - especially the footnotes or special language that may be included.
- If you are not sure what to do and you need more information, contact BJ Mitchell (next slide). She can look at the cost pools and see how the cost was handled on the indirect cost rate negotiation side.

General Rules:

- However costs were generally handled on the indirect cost rate negotiation side is how the costs should be handled on the agreements end.
- Don’t make up your own rates just because a rate seems too high to you or unfair. Contact BJ so she can provide you with more information.

Primary Contact:

- **BJ Mitchell, Accountant**, (301) 734-5785
  bj.mitchell@usda.gov
  - Liaison with Department of the Interior.
  - Coordinates certain work with the entities.
  - Manages paperwork
  - Keeps a list of current entities for which APHIS is cognizant.
  - Coordinates APHIS Payments for DOI work

- Kris Caraher, Accountant, (301) 734-5743
  kris.caraher@usda.gov (BJ's back-up for this work)

Attachment 1

APHIS Review of _____

Indirect Cost Rate Review File **Date:**

Step Number	Description	Page Reference / Sign off

I. Building Knowledge Base/Getting Started:

1. Review submission and identify if it is a state, local government, non-profit or Indian tribal unit. The Dept. of the Interior completes this work for Indian tribal governments. Cognizance: OMB Circular A-133 Section __.400(a) says, "*determination of the predominant amount of direct funding shall be based upon direct Federal awards expended in the recipient's fiscal years ending in 2004, 2009, 2014, and every fifth year thereafter.*" OMB published this in the Federal Register 6/27/03

2. Read the file for the prior year review of the indirect rate cost to look at the prior year's negotiation. Photocopy/carry forward any applicable pages to this year's review and pay careful attention to carry-forward overages/underages and how we need to handle this amount in the current rate.

3. In order for the designated reviewer to become familiar with the requirements for an indirect cost rate submission and to prepare for the review, he/she should read the APHIS Indirect Cost Rate Permanent File. This includes 2 CFR Part 225 Cost Principles for State, Local, and Indian Tribal Governments (Office of Management and Budget (OMB) Circular A-87 Revised 5/10/04, as further amended 5/4/95)." ASMB C-10 "Implementation Guide for OMB Circular A-87," Guidelines for Submitting Indirect Cost Rate Proposals to USDA," and Management Concept's Training Manual, "Developing an Indirect Cost Rate Proposal and Cost Allocation Plan Under 2 CFR Part 225 (OMB A-87)."

4. Write a statement about the APHIS mission and how providing funding to this entity is consistent with the APHIS mission. How does the entity's mission relate to the Federal Agency's mission? Describe why it benefits the Federal government to provide this Federal assistance. Interview Federal personnel as needed to gain knowledge to complete this step.

Step Number	Description	Page Reference / Sign off

II. Reviewing the Package, the Rate and Subsidiary Worksheet

5. Check cognizance by reviewing the governmental units Federal funded expenditures schedule. Cognizance is determined based on the Federal agency providing the largest amount of Federal funds (once every five years-APHIS policy based on the audit standards A-133 requirement to keep audit responsibility for five years – we acknowledge thee years is Federal standard through.)

6. Acknowledge receipt of the package of information and request any needed additional information.

7. Confirm that the entity has provided all required documentation in accordance with 2 CFR Part 225 and the "Guidelines for Submitting Indirect Cost Rate Proposals to USDA" including the following:

   - The proposed rate, including subsidiary worksheets and other relevant data, cross-referenced and reconciled to the financial data.
   - The approximate amount of direct base costs incurred broken out between salaries and wages and other direct costs.
   - An organizational chart detailed to show operations including the central service activities of the governmental unit for the period for which the proposal applies.
   - A functional statement noting the duties and/or responsibilities of all units that comprise the entity. The organizational chart that is submitted with the indirect cost rate proposal should be accompanied by a narrative statement which provides sufficient detail about the functions that are performed by component units to permit the proposal reviewer (cost negotiator) from the cognizant agency to differentiate levels of benefit provided and received within the organization.
   - Financial reports to support the allowable costs of each overhead type of activity included in the plan.

Step Number	Description	Page Reference / Sign off

- A certification that the plan was prepared in accordance with 2 CFR Part 225 (A-87), contains only allowable costs, and was prepared in a manner that treated similar costs consistently among the various Federal awards and between Federal and nonfederal awards/activities.

8. Review the documentation to support the rate calculation including:

- The Summary of Direct Costs

- The Summary of Unallowable Costs - If unallowable costs per 2 CFR Part 225 were not clearly identified in the previous review, make a notation to contact the state to determine if these types of cost were incurred, how they were accounted for, and if they were properly classified in the indirect cost proposal. If necessary, request additional information from the entity. Document all discussions and conclusions.

- The Summary of Indirect Costs - Make sure the figures in these supporting schedules and worksheets agree to the numbers in the rate calculation.

- Check all totals and cross-totals in the file, in the rate calculation and all supporting documents in the file. Indicate your work by inserting "footed" and "cross-footed" symbols on each page.

9. Review the costs and determine the entity properly identified costs as direct or indirect. Make sure all costs included are allowable and that no costs were counted as both direct and indirect (double-counted).

   In accordance with the footnote on the actual agreement, be sure we are using a modified total direct cost base by eliminating flow-through funds, sub awards, capital expenditures, capital equipment purchases, and any direct costs that may distort the distribution of indirect costs to benefitting activities.

Step Number	Description	Page Reference / Sign off
10.	Check the actual rate calculation by reviewing the calculation of total indirect costs as a portion of total direct costs.	
11.	Complete carry forward analysis sheet.	
12.	Review the central service costs (Statewide Cost Allocation Plan [SWCAP] costs) included in the proposal. Compare costs to the U.S. Department of Health and Human Service website at http://rates.psc.gov/fms/dca/negotiations.html	

IV. Analysis Related to the Indirect Cost Rate Proposal Review:

The following steps are performed to review the entity's financial condition and to bring to light any potential instability in the entity's financial condition.

13.	Create/add to the entity's historical summary of their indirect cost rate. Has this year's negotiated rate significantly changed since their last indirect cost rate?	
14.	Read the entity's annual financial-type report to determine if there are any significant issues that need to be brought to attention. Include a review of all notes to their financial statements.	
15.	Calculate the percentage of the entity that is funded by the Federal Government. Compare that percentage to the prior year and note any significant changes.	
16.	Confirm the amounts reported in the financial statement agree to the amounts used to calculate the indirect cost rate. Use the entity's supplemental financial information as a "crosswalk" to perform this step if necessary. Determine whether or not all proper activities and costs of the entity have been included.	

Step Number	Description	Page Reference / Sign off
17.	Prepare an analysis of the entity's income statement comparing revenues and expenditures for the year the statement covers to the prior year's amounts. Investigate and explain any significant changes from the prior year. Comment on the overall change in expenditures this year.	
18.	Prepare an analysis of the entity's balance sheet by performing ratio analysis and highlight any items of concern. Are there any issues that could threaten the entity's existence? Do they have heavy debt financing. Measure the entity's ability to meet obligations. Compare these ratio's to the entity's prior year's ratios.	

V. Wrap Up:

19.	Organize financial records in the order of the proposal. Assign working paper state numbers to each page and its supporting documentation.	
20.	Prepare the Indirect Cost Negotiation Agreement. Obtain signatures. Retain the final copy in our files. CC: APHIS Agreements Section.	
21.	Prepare a "Note to File" with any issues that need to be brought to the APHIS Management's attention indicating any follow-up that is required, and any items that may be of concern in the review of the rate for next year.	

on the estimated amount of indirect costs allocated to Organized Research and the amount of the modified total direct cost base estimated to be incurred during the 8 months in which performance is scheduled to be commenced and completed. Such a proposal would be in violation of the requirements of this standard that the calculation of the amounts of both the indirect cost pools and the allocation bases be based on the educational institution's cost accounting period.

(b) An educational institution whose cost accounting period is the calendar year, installs a computer service center to begin operations on May 1. The operating expense related to the new service center is expected to be material in amount, will be accumulated in an intermediate cost objective, and will be allocated to the benefitting cost objectives on the basis of measured usage. The total operating expenses of the computer service center for the 8-month part of the cost accounting period may be allocated to the benefitting cost objectives of that same 8-month period.

(c) An educational institution changes its fiscal year from a calendar year to the 12-month period ending May 31. For financial reporting purposes, it has a 5-month transitional "fiscal year." The same 5-month period must be used as the transitional cost accounting period; it may not be combined, because the transitional period would be longer than 15 months. The new fiscal year must be adopted thereafter as its regular cost accounting period. The change in its cost accounting period is a change in accounting practices; adjustments of the sponsored agreement prices may thereafter be required.

(d) Financial reports are prepared on a calendar year basis on a university-wide basis. However, the contracting segment does all internal financial planning, budgeting, and internal reporting on the basis of a twelve month period ended June 30. The contracting parties agree to use the period ended June 30 and they agree to overhead rates on the June 30 basis. They also agree on a technique for prorating fiscal year assignment of the university's central system office expenses between such June 30 periods. This practice is permitted by the standard.

(e) Most financial accounts and sponsored agreement cost records are maintained on the basis of a fiscal year which ends November 30 each year. However, employee vacation allowances are regularly managed on the basis of a "vacation year" which ends September 30 each year. Vacation expenses are estimated uniformly during each "vacation year." Adjustments are made each October to adjust the accrued liability to actual, and the estimating rates are modified to the extent deemed appropriate. This use of a separate annual period for determining the amounts of vacation expense is permitted.

Attachment B to Appendix A—CASB's Disclosure Statement (DS–2) is available on the OMB Web site at *http://www.whitehouse.gov/omb/grants/a21-appx_b.pdf*

Attachment C to Appendix A—Documentation Requirements for Facilities and Administrative (F&A) Rate Proposals is available on the OMB Web site at *http://www.whitehouse.gov/omb/grants/a21-appx_c.pdf*

PARTS 221–224 [RESERVED]

PART 225—COST PRINCIPLES FOR STATE, LOCAL, AND INDIAN TRIBAL GOVERNMENTS (OMB CIRCULAR A–87)

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APPENDIX E TO PART 225—STATE AND LOCAL INDIRECT COST RATE PROPOSALS

AUTHORITY: 31 U.S.C. 503; 31 U.S.C. 1111; 41 U.S.C. 405; Reorganization Plan No. 2 of 1970; E.O. 11541, 35 FR 10737, 3 CFR, 1966–1970, p. 939.

SOURCE: 70 FR 51910, Aug. 31, 2005, unless otherwise noted.

§225.5 Purpose.

This part establishes principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts, and other agreements with State and local governments and federally-recognized Indian tribal governments (governmental units).

§225.10 Authority.

This part is issued under the authority of the Budget and Accounting Act

of 1921, as amended; the Budget and Accounting Procedures Act of 1950, as amended; the Chief Financial Officers Act of 1990; Reorganization Plan No. 2 of 1970; and Executive Order No. 11541 ("Prescribing the Duties of the Office of Management and Budget and the Domestic Policy Council in the Executive Office of the President").

§ 225.15 Background.

As part of the government-wide grant streamlining effort under Public Law 106–107, Federal Financial Award Management Improvement Act of 1999, OMB led an interagency workgroup to simplify and make consistent, to the extent feasible, the various rules used to award Federal grants. An interagency task force was established in 2001 to review existing cost principles for Federal awards to State, local, and Indian tribal governments; colleges and universities; and non-profit organizations. The task force studied "Selected Items of Cost" in each of the three cost principles to determine which items of costs could be stated consistently and/or more clearly.

§ 225.20 Policy.

This part establishes principles and standards to provide a uniform approach for determining costs and to promote effective program delivery, efficiency, and better relationships between governmental units and the Federal Government. The principles are for determining allowable costs only. They are not intended to identify the circumstances or to dictate the extent of Federal and governmental unit participation in the financing of a particular Federal award. Provision for profit or other increment above cost is outside the scope of this part.

§ 225.25 Definitions.

Definitions of key terms used in this part are contained in appendix A to this part, Section B.

§ 225.30 OMB responsibilities.

The Office of Management and Budget (OMB) will review agency regulations and implementation of this part, and will provide policy interpretations and assistance to insure effective and efficient implementation. Any exceptions will be subject to approval by OMB. Exceptions will only be made in particular cases where adequate justification is presented.

§ 225.35 Federal agency responsibilities.

Agencies responsible for administering programs that involve cost reimbursement contracts, grants, and other agreements with governmental units shall issue regulations to implement the provisions of this part and its appendices.

§ 225.40 Effective date of changes.

This part is effective August 31, 2005.

§ 225.45 Relationship to previous issuance.

(a) The guidance in this part previously was issued as OMB Circular A–87. Appendix A to this part contains the guidance that was in Attachment A (general principles) to the OMB circular; appendix B contains the guidance that was in Attachment B (selected items of cost); appendix C contains the information that was in Attachment C (state/local-wide central service cost allocation plans); appendix D contains the guidance that was in Attachment D (public assistance cost allocation plans); and appendix E contains the guidance that was in Attachment E (state and local indirect cost rate proposals).

(b) This part supersedes OMB Circular A–87, as amended May 10, 2004, which superseded Circular A–87, as amended and issued May 4, 1995.

§ 225.50 Policy review date.

This part will have a policy review three years from the date of issuance.

§ 225.55 Information contact.

Further information concerning this part may be obtained by contacting the Office of Federal Financial Management, Financial Standards and Reporting Branch, Office of Management and Budget, Washington, DC 20503, telephone 202–395–3993.

APPENDIX A TO PART 225—GENERAL PRINCIPLES FOR DETERMINING ALLOWABLE COSTS

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General Principles for Determining Allowable Costs

A. *Purpose and Scope*

1. Objectives. This Appendix establishes principles for determining the allowable costs incurred by State, local, and federally-recognized Indian tribal governments (governmental units) under grants, cost reimbursement contracts, and other agreements with the Federal Government (collectively referred to in this appendix and other appendices to 2 CFR part 225 as "Federal awards"). The principles are for the purpose of cost determination and are not intended to identify the circumstances or dictate the extent of Federal or governmental unit participation in the financing of a particular program or project. The principles are designed to provide that Federal awards bear their fair share of cost recognized under these principles except where restricted or prohibited by law. Provision for profit or other increment above cost is outside the scope of 2 CFR part 225.

2. Policy guides.

a. The application of these principles is based on the fundamental premises that:

(1) Governmental units are responsible for the efficient and effective administration of Federal awards through the application of sound management practices.

(2) Governmental units assume responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award.

(3) Each governmental unit, in recognition of its own unique combination of staff, facilities, and experience, will have the primary responsibility for employing whatever form of organization and management techniques may be necessary to assure proper and efficient administration of Federal awards.

b. Federal agencies should work with States or localities which wish to test alternative mechanisms for paying costs for administering Federal programs. The Office of Management and Budget (OMB) encourages Federal agencies to test fee-for-service alternatives as a replacement for current cost-reimbursement payment methods in response to the National Performance Review's (NPR) recommendation. The NPR recommended the fee-for-service approach to reduce the burden associated with maintaining systems for charging administrative costs to Federal programs and preparing and approving cost allocation plans. This approach should also increase incentives for administrative efficiencies and improve outcomes.

3. Application.

a. These principles will be applied by all Federal agencies in determining costs incurred by governmental units under Federal awards (including subawards) except those with (1) publicly-financed educational institutions subject to, 2 CFR part 220, Cost Principles for Educational Institutions (OMB Circular A–21), and (2) programs administered by publicly-owned hospitals and other providers of medical care that are subject to requirements promulgated by the sponsoring Federal agencies. However, 2 CFR part 225 does apply to all central service and department/agency costs that are allocated or billed to those educational institutions, hospitals, and other providers of medical care or services by other State and local government departments and agencies.

b. All subawards are subject to those Federal cost principles applicable to the particular organization concerned. Thus, if a subaward is to a governmental unit (other

than a college, university or hospital), 2 CFR part 225 shall apply; if a subaward is to a commercial organization, the cost principles applicable to commercial organizations shall apply; if a subaward is to a college or university, 2 CFR part 220 (Circular A–21) shall apply; if a subaward is to a hospital, the cost principles used by the Federal awarding agency for awards to hospitals shall apply, subject to the provisions of subsection A.3.a. of this Appendix; if a subaward is to some other non-profit organization, 2 CFR part 230, Cost Principles for Non-Profit Organizations (Circular A–122), shall apply.

c. These principles shall be used as a guide in the pricing of fixed price arrangements where costs are used in determining the appropriate price.

d. Where a Federal contract awarded to a governmental unit incorporates a Cost Accounting Standards (CAS) clause, the requirements of that clause shall apply. In such cases, the governmental unit and the cognizant Federal agency shall establish an appropriate advance agreement on how the governmental unit will comply with applicable CAS requirements when estimating, accumulating and reporting costs under CAS-covered contracts. The agreement shall indicate that 2 CFR part 225 (OMB Circular A–87) requirements will be applied to other Federal awards. In all cases, only one set of records needs to be maintained by the governmental unit.

e. Conditional exemptions.

(1) OMB authorizes conditional exemption from OMB administrative requirements and cost principles for certain Federal programs with statutorily-authorized consolidated planning and consolidated administrative funding, that are identified by a Federal agency and approved by the head of the Executive department or establishment. A Federal agency shall consult with OMB during its consideration of whether to grant such an exemption.

(2) To promote efficiency in State and local program administration, when Federal non-entitlement programs with common purposes have specific statutorily-authorized consolidated planning and consolidated administrative funding and where most of the State agency's resources come from non-Federal sources, Federal agencies may exempt these covered State-administered, non-entitlement grant programs from certain OMB grants management requirements. The exemptions would be from all but the allocability of costs provisions of Appendix A subsection C.3 of 2 CFR part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A–87); Appendix A, Section C.4 of 2 CFR 220, Cost Principles for Educational Institutions (Circular A–21); Appendix A, subsection A.4 of 2 CFR 230 Cost Principles for Non-Profit Organizations (Circular A–122); and from all of the administrative requirements provisions of 2 CFR part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (Circular A–110), and the agencies' grants management common rule.

(3) When a Federal agency provides this flexibility, as a prerequisite to a State's exercising this option, a State must adopt its own written fiscal and administrative requirements for expending and accounting for all funds, which are consistent with the provisions of 2 CFR part 225 (OMB Circular A–87), and extend such policies to all subrecipients. These fiscal and administrative requirements must be sufficiently specific to ensure that: Funds are used in compliance with all applicable Federal statutory and regulatory provisions, costs are reasonable and necessary for operating these programs, and funds are not used for general expenses required to carry out other responsibilities of a State or its subrecipients.

B. *Definitions*

1. "Approval or authorization of the awarding or cognizant Federal agency" means documentation evidencing consent prior to incurring a specific cost. If such costs are specifically identified in a Federal award document, approval of the document constitutes approval of the costs. If the costs are covered by a State/local-wide cost allocation plan or an indirect cost proposal, approval of the plan constitutes the approval.

2. "Award" means grants, cost reimbursement contracts and other agreements between a State, local and Indian tribal government and the Federal Government.

3. "Awarding agency" means (a) with respect to a grant, cooperative agreement, or cost reimbursement contract, the Federal agency, and (b) with respect to a subaward, the party that awarded the subaward.

4. "Central service cost allocation plan" means the documentation identifying, accumulating, and allocating or developing billing rates based on the allowable costs of services provided by a governmental unit on a centralized basis to its departments and agencies. The costs of these services may be allocated or billed to users.

5. "Claim" means a written demand or written assertion by the governmental unit or grantor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of award terms, or other relief arising under or relating to the award. A voucher, invoice or other routine request for payment that is not a dispute when submitted is not a claim. Appeals, such as those filed by a governmental unit in response to questioned audit costs, are not considered claims until a final management decision is made by the Federal awarding agency.

6. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 CFR part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies.

7. "Common Rule" means the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; Final Rule" originally issued at 53 FR 8034–8103 (March 11, 1988). Other common rules will be referred to by their specific titles.

8. "Contract" means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to): Awards and notices of awards; job orders or task orders issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and, bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301 *et seq.*

9. "Cost" means an amount as determined on a cash, accrual, or other basis acceptable to the Federal awarding or cognizant agency. It does not include transfers to a general or similar fund.

10. "Cost allocation plan" means central service cost allocation plan, public assistance cost allocation plan, and indirect cost rate proposal. Each of these terms is further defined in this section.

11. "Cost objective" means a function, organizational subdivision, contract, grant, or other activity for which cost data are needed and for which costs are incurred.

12. "Federally-recognized Indian tribal government" means the governing body or a governmental agency of any Indian tribe, band, nation, or other organized group or community (including any native village as defined in Section 3 of the Alaska Native Claims Settlement Act, 85 Stat. 688) certified by the Secretary of the Interior as eligible for the special programs and services provided through the Bureau of Indian Affairs.

13. "Governmental unit" means the entire State, local, or federally-recognized Indian tribal government, including any component thereof. Components of governmental units may function independently of the governmental unit in accordance with the term of the award.

14. "Grantee department or agency" means the component of a State, local, or federally-recognized Indian tribal government which is responsible for the performance or administration of all or some part of a Federal award.

15. "Indirect cost rate proposal" means the documentation prepared by a governmental unit or component thereof to substantiate its request for the establishment of an indirect cost rate as described in Appendix E of 2 CFR part 225.

16. "Local government" means a county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (whether or not incorporated as a nonprofit corporation under State law), any other regional or interstate government entity, or any agency or instrumentality of a local government.

17. "Public assistance cost allocation plan" means a narrative description of the procedures that will be used in identifying, measuring and allocating all administrative costs to all of the programs administered or supervised by State public assistance agencies as described in Appendix D of 2 CFR part 225.

18. "State" means any of the several States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the United States, or any agency or instrumentality of a State exclusive of local governments.

C. *Basic Guidelines*

1. Factors affecting allowability of costs. To be allowable under Federal awards, costs must meet the following general criteria:

a. Be necessary and reasonable for proper and efficient performance and administration of Federal awards.

b. Be allocable to Federal awards under the provisions of 2 CFR part 225.

c. Be authorized or not prohibited under State or local laws or regulations.

d. Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.

e. Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.

f. Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.

g. Except as otherwise provided for in 2 CFR part 225, be determined in accordance with generally accepted accounting principles.

h. Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.

i. Be the net of all applicable credits.

j. Be adequately documented.

2. Reasonable costs. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when governmental units or components are predominately federally-funded. In determining reasonableness of a given cost, consideration shall be given to:

a. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the governmental unit or the performance of the Federal award.

b. The restraints or requirements imposed by such factors as: Sound business practices; arm's-length bargaining; Federal, State and other laws and regulations; and, terms and conditions of the Federal award.

c. Market prices for comparable goods or services.

d. Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the governmental unit, its employees, the public at large, and the Federal Government.

e. Significant deviations from the established practices of the governmental unit which may unjustifiably increase the Federal award's cost.

3. Allocable costs.

a. A cost is allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received.

b. All activities which benefit from the governmental unit's indirect cost, including unallowable activities and services donated to the governmental unit by third parties, will receive an appropriate allocation of indirect costs.

c. Any cost allocable to a particular Federal award or cost objective under the principles provided for in 2 CFR part 225 may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons.

d. Where an accumulation of indirect costs will ultimately result in charges to a Federal award, a cost allocation plan will be required as described in Appendices C, D, and E to this part.

4. Applicable credits.

a. Applicable credits refer to those receipts or reduction of expenditure-type transactions that offset or reduce expense items allocable to Federal awards as direct or indirect costs. Examples of such transactions are: Purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds or rebates, and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the governmental unit relate to allowable costs, they shall be credited to the Federal award either as a cost reduction or cash refund, as appropriate.

b. In some instances, the amounts received from the Federal Government to finance activities or service operations of the governmental unit should be treated as applicable credits. Specifically, the concept of netting such credit items (including any amounts used to meet cost sharing or matching requirements) should be recognized in determining the rates or amounts to be charged to Federal awards. (See Appendix B to this part, item 11, "Depreciation and use allowances," for areas of potential application in the matter of Federal financing of activities.)

D. *Composition of Cost*

1. Total cost. The total cost of Federal awards is comprised of the allowable direct cost of the program, plus its allocable portion of allowable indirect costs, less applicable credits.

2. Classification of costs. There is no universal rule for classifying certain costs as either direct or indirect under every accounting system. A cost may be direct with respect to some specific service or function, but indirect with respect to the Federal award or other final cost objective. Therefore, it is essential that each item of cost be treated consistently in like circumstances either as a direct or an indirect cost. Guidelines for determining direct and indirect costs charged to Federal awards are provided in the sections that follow.

E. *Direct Costs*

1. General. Direct costs are those that can be identified specifically with a particular final cost objective.

2. Application. Typical direct costs chargeable to Federal awards are:

a. Compensation of employees for the time devoted and identified specifically to the performance of those awards.

b. Cost of materials acquired, consumed, or expended specifically for the purpose of those awards.

c. Equipment and other approved capital expenditures.

d. Travel expenses incurred specifically to carry out the award.

3. Minor items. Any direct cost of a minor amount may be treated as an indirect cost for reasons of practicality where such accounting treatment for that item of cost is consistently applied to all cost objectives.

F. *Indirect Costs*

1. General. Indirect costs are those: Incurred for a common or joint purpose benefiting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. The term "indirect costs," as used herein, applies to costs of this type originating in the grantee department, as well as those incurred by

other departments in supplying goods, services, and facilities. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect costs within a governmental unit department or in other agencies providing services to a governmental unit department. Indirect cost pools should be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

2. Cost allocation plans and indirect cost proposals. Requirements for development and submission of cost allocation plans and indirect cost rate proposals are contained in Appendices C, D, and E to this part.

3. Limitation on indirect or administrative costs.

a. In addition to restrictions contained in 2 CFR part 225, there may be laws that further limit the amount of administrative or indirect cost allowed.

b. Amounts not recoverable as indirect costs or administrative costs under one Federal award may not be shifted to another Federal award, unless specifically authorized by Federal legislation or regulation.

G. Interagency Services. The cost of services provided by one agency to another within the governmental unit may include allowable direct costs of the service plus a pro rate share of indirect costs. A standard indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) may be used in lieu of determining the actual indirect costs of the service. These services do not include centralized services included in central service cost allocation plans as described in Appendix C to this part.

H. Required Certifications. Each cost allocation plan or indirect cost rate proposal required by Appendices C and E to this part must comply with the following:

1. No proposal to establish a cost allocation plan or an indirect cost rate, whether submitted to a Federal cognizant agency or maintained on file by the governmental unit, shall be acceptable unless such costs have been certified by the governmental unit using the Certificate of Cost Allocation Plan or Certificate of Indirect Costs as set forth in Appendices C and E to this part. The certificate must be signed on behalf of the governmental unit by an individual at a level no lower than chief financial officer of the governmental unit that submits the proposal or component covered by the proposal.

2. No cost allocation plan or indirect cost rate shall be approved by the Federal Government unless the plan or rate proposal has been certified. Where it is necessary to establish a cost allocation plan or an indirect cost rate and the governmental unit has not submitted a certified proposal for establishing such a plan or rate in accordance with the requirements, the Federal Government may either disallow all indirect costs or unilaterally establish such a plan or rate. Such a plan or rate may be based upon audited historical data or such other data that have been furnished to the cognizant Federal agency and for which it can be demonstrated that all unallowable costs have been excluded. When a cost allocation plan or indirect cost rate is unilaterally established by the Federal Government because of failure of the governmental unit to submit a certified proposal, the plan or rate established will be set to ensure that potentially unallowable costs will not be reimbursed.

APPENDIX B TO PART 225—SELECTED ITEMS OF COST

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other departments in supplying goods, services, and facilities. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect costs within a governmental unit department or in other agencies providing services to a governmental unit department. Indirect cost pools should be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

2. Cost allocation plans and indirect cost proposals. Requirements for development and submission of cost allocation plans and indirect cost rate proposals are contained in Appendices C, D, and E to this part.

3. Limitation on indirect or administrative costs.

a. In addition to restrictions contained in 2 CFR part 225, there may be laws that further limit the amount of administrative or indirect cost allowed.

b. Amounts not recoverable as indirect costs or administrative costs under one Federal award may not be shifted to another Federal award, unless specifically authorized by Federal legislation or regulation.

G. Interagency Services. The cost of services provided by one agency to another within the governmental unit may include allowable direct costs of the service plus a pro rate share of indirect costs. A standard indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) may be used in lieu of determining the actual indirect costs of the service. These services do not include centralized services included in central service cost allocation plans as described in Appendix C to this part.

H. Required Certifications. Each cost allocation plan or indirect cost rate proposal required by Appendices C and E to this part must comply with the following:

1. No proposal to establish a cost allocation plan or an indirect cost rate, whether submitted to a Federal cognizant agency or maintained on file by the governmental unit, shall be acceptable unless such costs have been certified by the governmental unit using the Certificate of Cost Allocation Plan or Certificate of Indirect Costs as set forth in Appendices C and E to this part. The certificate must be signed on behalf of the governmental unit by an individual at a level no lower than chief financial officer of the governmental unit that submits the proposal or component covered by the proposal.

2. No cost allocation plan or indirect cost rate shall be approved by the Federal Government unless the plan or rate proposal has been certified. Where it is necessary to establish a cost allocation plan or an indirect cost rate and the governmental unit has not submitted a certified proposal for establishing such a plan or rate in accordance with the requirements, the Federal Government may either disallow all indirect costs or unilaterally establish such a plan or rate. Such a plan or rate may be based upon audited historical data or such other data that have been furnished to the cognizant Federal agency and for which it can be demonstrated that all unallowable costs have been excluded. When a cost allocation plan or indirect cost rate is unilaterally established by the Federal Government because of failure of the governmental unit to submit a certified proposal, the plan or rate established will be set to ensure that potentially unallowable costs will not be reimbursed.

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37. Rental costs of building and equipment
38. Royalties and other costs for the use of patents

39. Selling and marketing
40. Taxes
41. Termination costs applicable to sponsored agreements
42. Training costs
43. Travel costs

Sections 1 through 43 provide principles to be applied in establishing the allowability or unallowability of certain items of cost. These principles apply whether a cost is treated as direct or indirect. A cost is allowable for Federal reimbursement only to the extent of benefits received by Federal awards and its conformance with the general policies and principles stated in Appendix A to this part. Failure to mention a particular item of cost in these sections is not intended to imply that it is either allowable or unallowable; rather, determination of allowability in each case should be based on the treatment or standards provided for similar or related items of cost.

1. *Advertising and public relations costs.*

a. The term advertising costs means the costs of advertising media and corollary administrative costs. Advertising media include magazines, newspapers, radio and television, direct mail, exhibits, electronic or computer transmittals, and the like.

b. The term public relations includes community relations and means those activities dedicated to maintaining the image of the governmental unit or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.

c. The only allowable advertising costs are those which are solely for:

(1) The recruitment of personnel required for the performance by the governmental unit of obligations arising under a Federal award;

(2) The procurement of goods and services for the performance of a Federal award;

(3) The disposal of scrap or surplus materials acquired in the performance of a Federal award except when governmental units are reimbursed for disposal costs at a predetermined amount; or

(4) Other specific purposes necessary to meet the requirements of the Federal award.

d. The only allowable public relations costs are:

(1) Costs specifically required by the Federal award;

(2) Costs of communicating with the public and press pertaining to specific activities or accomplishments which result from performance of Federal awards (these costs are considered necessary as part of the outreach effort for the Federal award); or

(3) Costs of conducting general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary keep the public informed on matters of public concern, such as notices of Federal contract/grant awards, financial matters, etc.

e. Costs identified in subsections c and d if incurred for more than one Federal award or for both sponsored work and other work of the governmental unit, are allowable to the extent that the principles in Appendix A to this part, sections E. ("Direct Costs") and F. ("Indirect Costs") are observed.

f. Unallowable advertising and public relations costs include the following:

(1) All advertising and public relations costs other than as specified in subsections 1.c, d, and e of this appendix;

(2) Costs of meetings, conventions, convocations, or other events related to other activities of the governmental unit, including:

(a) Costs of displays, demonstrations, and exhibits;

(b) Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events; and

(c) Salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings;

(3) Costs of promotional items and memorabilia, including models, gifts, and souvenirs;

(4) Costs of advertising and public relations designed solely to promote the governmental unit.

2. *Advisory councils.* Costs incurred by advisory councils or committees are allowable as a direct cost where authorized by the Federal awarding agency or as an indirect cost where allocable to Federal awards.

3. *Alcoholic beverages.* Costs of alcoholic beverages are unallowable.

4. *Audit costs and related services.*

a. The costs of audits required by , and performed in accordance with, the Single Audit Act, as implemented by Circular A–133, "Audits of States, Local Governments, and Non-Profit Organizations" are allowable. Also see 31 U.S.C. 7505(b) and section 230 ("Audit Costs") of Circular A–133.

b. Other audit costs are allowable if included in a cost allocation plan or indirect cost proposal, or if specifically approved by the awarding agency as a direct cost to an award.

c. The cost of agreed-upon procedures engagements to monitor subrecipients who are exempted from A–133 under section 200(d) are allowable, subject to the conditions listed in A–133, section 230 (b)(2).

5. *Bad debts.* Bad debts, including losses (whether actual or estimated) arising from uncollectable accounts and other claims, related collection costs, and related legal costs, are unallowable.

6. *Bonding costs.*

a. Bonding costs arise when the Federal Government requires assurance against financial loss to itself or others by reason of the act or default of the governmental unit. They arise also in instances where the governmental unit requires similar assurance. Included are such bonds as bid, performance, payment, advance payment, infringement, and fidelity bonds.

b. Costs of bonding required pursuant to the terms of the award are allowable.

c. Costs of bonding required by the governmental unit in the general conduct of its operations are allowable to the extent that such bonding is in accordance with sound business practice and the rates and premiums are reasonable under the circumstances.

7. *Communication costs.* Costs incurred for telephone services, local and long distance telephone calls, telegrams, postage, messenger, electronic or computer transmittal services and the like are allowable.

8. *Compensation for personal services.*

a. General. Compensation for personnel services includes all remuneration, paid currently or accrued, for services rendered during the period of performance under Federal awards, including but not necessarily limited to wages, salaries, and fringe benefits. The costs of such compensation are allowable to the extent that they satisfy the specific requirements of this and other appendices under 2 CFR Part 225, and that the total compensation for individual employees:

(1) Is reasonable for the services rendered and conforms to the established policy of the governmental unit consistently applied to both Federal and non-Federal activities;

(2) Follows an appointment made in accordance with a governmental unit's laws and rules and meets merit system or other requirements required by Federal law, where applicable; and

(3) Is determined and supported as provided in subsection h.

b. Reasonableness. Compensation for employees engaged in work on Federal awards will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of the governmental unit. In cases where the kinds of employees required for Federal awards are not found in the other activities of the governmental unit, compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the employing government competes for the kind of employees involved. Compensation surveys providing data representative of the labor market involved will be an acceptable basis for evaluating reasonableness.

c. Unallowable costs. Costs which are unallowable under other sections of these principles shall not be allowable under this section solely on the basis that they constitute personnel compensation.

d. Fringe benefits.

(1) Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave, employee insurance, pensions, and unemployment benefit plans. Except as provided elsewhere in these principles, the costs of fringe benefits are allowable to the extent that the benefits are reasonable and are required by law, governmental unit-employee agreement, or an established policy of the governmental unit.

(2) The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, sick leave, holidays, court leave, military leave, and other similar benefits, are allowable if: They are provided under established written leave policies; the costs are equitably allocated to all related activities, including Federal awards; and, the accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the governmental unit.

(3) When a governmental unit uses the cash basis of accounting, the cost of leave is recognized in the period that the leave is taken and paid for. Payments for unused leave when an employee retires or terminates employment are allowable in the year of payment provided they are allocated as a general administrative expense to all activities of the governmental unit or component.

(4) The accrual basis may be only used for those types of leave for which a liability as defined by Generally Accepted Accounting Principles (GAAP) exists when the leave is earned. When a governmental unit uses the accrual basis of accounting, in accordance with GAAP, allowable leave costs are the lesser of the amount accrued or funded.

(5) The cost of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in section 22, Insurance and indemnification); pension plan costs (see subsection e.); and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits, whether treated as indirect costs or as direct costs, shall be allocated to Federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such Federal awards and other activities.

e. Pension plan costs. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost

method in accordance with established written policies of the governmental unit.

(1) For pension plans financed on a pay-as-you-go method, allowable costs will be limited to those representing actual payments to retirees or their beneficiaries.

(2) Pension costs calculated using an actuarial cost-based method recognized by GAAP are allowable for a given fiscal year if they are funded for that year within six months after the end of that year. Costs funded after the six month period (or a later period agreed to by the cognizant agency) are allowable in the year funded. The cognizant agency may agree to an extension of the six month period if an appropriate adjustment is made to compensate for the timing of the charges to the Federal Government and related Federal reimbursement and the governmental unit's contribution to the pension fund. Adjustments may be made by cash refund or other equitable procedures to compensate the Federal Government for the time value of Federal reimbursements in excess of contributions to the pension fund.

(3) Amounts funded by the governmental unit in excess of the actuarially determined amount for a fiscal year may be used as the governmental unit's contribution in future periods.

(4) When a governmental unit converts to an acceptable actuarial cost method, as defined by GAAP, and funds pension costs in accordance with this method, the unfunded liability at the time of conversion shall be allowable if amortized over a period of years in accordance with GAAP.

(5) The Federal Government shall receive an equitable share of any previously allowed pension costs (including earnings thereon) which revert or inure to the governmental unit in the form of a refund, withdrawal, or other credit.

f. Post-retirement health benefits. Post-retirement health benefits (PRHB) refers to costs of health insurance or health services not included in a pension plan covered by subsection 8.e. of this appendix for retirees and their spouses, dependents, and survivors. PRHB costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written polices of the governmental unit.

(1) For PRHB financed on a pay as-you-go method, allowable costs will be limited to those representing actual payments to retirees or their beneficiaries.

(2) PRHB costs calculated using an actuarial cost method recognized by GAAP are allowable if they are funded for that year within six months after the end of that year. Costs funded after the six month period (or a later period agreed to by the cognizant agency) are allowable in the year funded. The cognizant agency may agree to an extension of the six month period if an appropriate adjustment is made to compensate for the timing of the charges to the Federal Government and related Federal reimbursements and the governmental unit's contributions to the PRHB fund. Adjustments may be made by cash refund, reduction in current year's PRHB costs, or other equitable procedures to compensate the Federal Government for the time value of Federal reimbursements in excess of contributions to the PRHB fund.

(3) Amounts funded in excess of the actuarially determined amount for a fiscal year may be used as the government's contribution in a future period.

(4) When a governmental unit converts to an acceptable actuarial cost method and funds PRHB costs in accordance with this method, the initial unfunded liability attributable to prior years shall be allowable if amortized over a period of years in accordance with GAAP, or, if no such GAAP period exists, over a period negotiated with the cognizant agency.

(5) To be allowable in the current year, the PRHB costs must be paid either to:

(a) An insurer or other benefit provider as current year costs or premiums, or

(b) An insurer or trustee to maintain a trust fund or reserve for the sole purpose of providing post-retirement benefits to retirees and other beneficiaries.

(6) The Federal Government shall receive an equitable share of any amounts of previously allowed post-retirement benefit costs (including earnings thereon) which revert or inure to the governmental unit in the form of a refund, withdrawal, or other credit.

g. Severance pay.

(1) Payments in addition to regular salaries and wages made to workers whose employment is being terminated are allowable to the extent that, in each case, they are required by law, employer-employee agreement, or established written policy.

(2) Severance payments (but not accruals) associated with normal turnover are allowable. Such payments shall be allocated to all activities of the governmental unit as an indirect cost.

(3) Abnormal or mass severance pay will be considered on a case-by-case basis and is allowable only if approved by the cognizant Federal agency.

h. Support of salaries and wages. These standards regarding time distribution are in addition to the standards for payroll documentation.

(1) Charges to Federal awards for salaries and wages, whether treated as direct or indirect costs, will be based on payrolls documented in accordance with generally accepted practice of the governmental unit and approved by a responsible official(s) of the governmental unit.

(2) No further documentation is required for the salaries and wages of employees who work in a single indirect cost activity.

(3) Where employees are expected to work solely on a single Federal award or cost objective, charges for their salaries and wages will be supported by periodic certifications that the employees worked solely on that program for the period covered by the certification. These certifications will be prepared at least semi-annually and will be signed by the employee or supervisory official having first hand knowledge of the work performed by the employee.

(4) Where employees work on multiple activities or cost objectives, a distribution of their salaries or wages will be supported by personnel activity reports or equivalent documentation which meets the standards in subsection 8.h.(5) of this appendix unless a statistical sampling system (see subsection 8.h.(6) of this appendix) or other substitute system has been approved by the cognizant Federal agency. Such documentary support will be required where employees work on:

(a) More than one Federal award,

(b) A Federal award and a non-Federal award,

(c) An indirect cost activity and a direct cost activity,

(d) Two or more indirect activities which are allocated using different allocation bases, or

(e) An unallowable activity and a direct or indirect cost activity.

(5) Personnel activity reports or equivalent documentation must meet the following standards:

(a) They must reflect an after-the-fact distribution of the actual activity of each employee,

(b) They must account for the total activity for which each employee is compensated,

(c) They must be prepared at least monthly and must coincide with one or more pay periods, and

(d) They must be signed by the employee.

(e) Budget estimates or other distribution percentages determined before the services are performed do not qualify as support for charges to Federal awards but may be used for interim accounting purposes, provided that:

(i) The governmental unit's system for establishing the estimates produces reasonable approximations of the activity actually performed;

(ii) At least quarterly, comparisons of actual costs to budgeted distributions based on the monthly activity reports are made. Costs charged to Federal awards to reflect adjustments made as a result of the activity actually performed may be recorded annually if the quarterly comparisons show the differences between budgeted and actual costs are less than ten percent; and

(iii) The budget estimates or other distribution percentages are revised at least quarterly, if necessary, to reflect changed circumstances.

(6) Substitute systems for allocating salaries and wages to Federal awards may be used in place of activity reports. These systems are subject to approval if required by the cognizant agency. Such systems may include, but are not limited to, random moment sampling, case counts, or other quantifiable measures of employee effort.

(a) Substitute systems which use sampling methods (primarily for Temporary Assistance to Needy Families (TANF), Medicaid, and other public assistance programs) must meet acceptable statistical sampling standards including:

(i) The sampling universe must include all of the employees whose salaries and wages are to be allocated based on sample results except as provided in subsection 8.h.(6)(c) of this appendix;

(ii) The entire time period involved must be covered by the sample; and

(iii) The results must be statistically valid and applied to the period being sampled.

(b) Allocating charges for the sampled employees' supervisors, clerical and support staffs, based on the results of the sampled employees, will be acceptable.

(c) Less than full compliance with the statistical sampling standards noted in subsection 8.h.(6)(a) of this appendix may be accepted by the cognizant agency if it concludes that the amounts to be allocated to Federal awards will be minimal, or if it concludes that the system proposed by the governmental unit will result in lower costs to Federal awards than a system which complies with the standards.

(7) Salaries and wages of employees used in meeting cost sharing or matching requirements of Federal awards must be supported in the same manner as those claimed as allowable costs under Federal awards.

i. Donated services.

(1) Donated or volunteer services may be furnished to a governmental unit by professional and technical personnel, consultants, and other skilled and unskilled labor. The value of these services is not reimbursable either as a direct or indirect cost. However, the value of donated services may be used to meet cost sharing or matching requirements in accordance with the provisions of the Common Rule.

(2) The value of donated services utilized in the performance of a direct cost activity shall, when material in amount, be considered in the determination of the governmental unit's indirect costs or rate(s) and, accordingly, shall be allocated a proportionate share of applicable indirect costs.

(3) To the extent feasible, donated services will be supported by the same methods used by the governmental unit to support the allocability of regular personnel services.

9. *Contingency provisions.* Contributions to a contingency reserve or any similar provision made for events the occurrence of which

cannot be foretold with certainty as to time, intensity, or with an assurance of their happening, are unallowable. The term "contingency reserve" excludes self-insurance reserves (see section 22.c. of this appendix), pension plan reserves (see section 8.e.), and post-retirement health and other benefit reserves (section 8.f.) computed using acceptable actuarial cost methods.

10. *Defense and prosecution of criminal and civil proceedings, and claims.*

a. The following costs are unallowable for contracts covered by 10 U.S.C. 2324(k), "Allowable costs under defense contracts."

(1) Costs incurred in defense of any civil or criminal fraud proceeding or similar proceeding (including filing of false certification brought by the United States where the contractor is found liable or has pleaded nolo contendere to a charge of fraud or similar proceeding (including filing of a false certification).

(2) Costs incurred by a contractor in connection with any criminal, civil or administrative proceedings commenced by the United States or a State to the extent provided in 10 U.S.C. 2324(k).

b. Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

11. *Depreciation and use allowances.*

a. Depreciation and use allowances are means of allocating the cost of fixed assets to periods benefiting from asset use. Compensation for the use of fixed assets on hand may be made through depreciation or use allowances. A combination of the two methods may not be used in connection with a single class of fixed assets (*e.g.*, buildings, office equipment, computer equipment, etc.) except as provided for in subsection g. Except for enterprise funds and internal service funds that are included as part of a State/local cost allocation plan, classes of assets shall be determined on the same basis used for the government-wide financial statements.

b. The computation of depreciation or use allowances shall be based on the acquisition cost of the assets involved. Where actual cost records have not been maintained, a reasonable estimate of the original acquisition cost may be used. The value of an asset donated to the governmental unit by an unrelated third party shall be its fair market value at the time of donation. Governmental or quasi-governmental organizations located within the same State shall not be considered unrelated third parties for this purpose.

c. The computation of depreciation or use allowances will exclude:

(1) The cost of land;

(2) Any portion of the cost of buildings and equipment borne by or donated by the Federal Government irrespective of where title was originally vested or where it presently resides; and

(3) Any portion of the cost of buildings and equipment contributed by or for the governmental unit, or a related donor organization, in satisfaction of a matching requirement.

d. Where the depreciation method is followed, the following general criteria apply:

(1) The period of useful service (useful life) established in each case for usable capital assets must take into consideration such factors as type of construction, nature of the equipment used, historical usage patterns, technological developments, and the renewal and replacement policies of the governmental unit followed for the individual items or classes of assets involved. In the absence of clear evidence indicating that the expected consumption of the asset will be significantly greater in the early portions than in the later portions of its useful life, the straight line method of depreciation shall be used.

(2) Depreciation methods once used shall not be changed unless approved by the Federal cognizant or awarding agency. When the depreciation method is introduced for application to an asset previously subject to a use allowance, the annual depreciation charge thereon may not exceed the amount that would have resulted had the depreciation method been in effect from the date of acquisition of the asset. The combination of use allowances and depreciation applicable to the asset shall not exceed the total acquisition cost of the asset or fair market value at time of donation.

e. When the depreciation method is used for buildings, a building's shell may be segregated from the major component of the building (*e.g.*, plumbing system, heating, and air conditioning system, etc.) and each major component depreciated over its estimated useful life, or the entire building (*i.e.*, the shell and all components) may be treated as a single asset and depreciated over a single useful life.

f. Where the use allowance method is followed, the following general criteria apply:

(1) The use allowance for buildings and improvements (including land improvements, such as paved parking areas, fences, and sidewalks) will be computed at an annual rate not exceeding two percent of acquisition costs.

(2) The use allowance for equipment will be computed at an annual rate not exceeding 6⅔ percent of acquisition cost.

(3) When the use allowance method is used for buildings, the entire building must be treated as a single asset; the building's components (*e.g.*, plumbing system, heating and air condition, etc.) cannot be segregated from the building's shell. The two percent limitation, however, need not be applied to equipment which is merely attached or fastened to the building but not permanently

fixed to it and which is used as furnishings or decorations or for specialized purposes (*e.g.*, dentist chairs and dental treatment units, counters, laboratory benches bolted to the floor, dishwashers, modular furniture, carpeting, etc.). Such equipment will be considered as not being permanently fixed to the building if it can be removed without the destruction of, or need for costly or extensive alterations or repairs, to the building or the equipment. Equipment that meets these criteria will be subject to the 6⅔ percent equipment use allowance limitation.

g. A reasonable use allowance may be negotiated for any assets that are considered to be fully depreciated, after taking into consideration the amount of depreciation previously charged to the government, the estimated useful life remaining at the time of negotiation, the effect of any increased maintenance charges, decreased efficiency due to age, and any other factors pertinent to the utilization of the asset for the purpose contemplated.

h. Charges for use allowances or depreciation must be supported by adequate property records. Physical inventories must be taken at least once every two years (a statistical sampling approach is acceptable) to ensure that assets exist, and are in use. Governmental units will manage equipment in accordance with State laws and procedures. When the depreciation method is followed, depreciation records indicating the amount of depreciation taken each period must also be maintained.

12. *Donations and contributions.*

a. Contributions or donations rendered. Contributions or donations, including cash, property, and services, made by the governmental unit, regardless of the recipient, are unallowable.

b. Donated services received:

(1) Donated or volunteer services may be furnished to a governmental unit by professional and technical personnel, consultants, and other skilled and unskilled labor. The value of these services is not reimbursable either as a direct or indirect cost. However, the value of donated services may be used to meet cost sharing or matching requirements in accordance with the Federal Grants Management Common Rule.

(2) The value of donated services utilized in the performance of a direct cost activity shall, when material in amount, be considered in the determination of the governmental unit's indirect costs or rate(s) and, accordingly, shall be allocated a proportionate share of applicable indirect costs.

(3) To the extent feasible, donated services will be supported by the same methods used by the governmental unit to support the allocability of regular personnel services.

13. *Employee morale, health, and welfare costs.*

a. The costs of employee information publications, health or first-aid clinics and/or infirmaries, recreational activities, employee counseling services, and any other expenses incurred in accordance with the governmental unit's established practice or custom for the improvement of working conditions, employer-employee relations, employee morale, and employee performance are allowable.

b. Such costs will be equitably apportioned to all activities of the governmental unit. Income generated from any of these activities will be offset against expenses.

14. *Entertainment.* Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.

15. *Equipment and other capital expenditures.*

a. For purposes of this subsection 15, the following definitions apply:

(1) "Capital Expenditures" means expenditures for the acquisition cost of capital assets (equipment, buildings, land), or expenditures to make improvements to capital assets that materially increase their value or useful life. Acquisition cost means the cost of the asset including the cost to put it in place. Acquisition cost for equipment, for example, means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in transit insurance, freight, and installation may be included in, or excluded from the acquisition cost in accordance with the governmental unit's regular accounting practices.

(2) "Equipment" means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the governmental unit for financial statement purposes, or $5000.

(3) "Special purpose equipment" means equipment which is used only for research, medical, scientific, or other technical activities. Examples of special purpose equipment include microscopes, x-ray machines, surgical instruments, and spectrometers.

(4) "General purpose equipment" means equipment, which is not limited to research, medical, scientific or other technical activities. Examples include office equipment and furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles.

b. The following rules of allowability shall apply to equipment and other capital expenditures:

(1) Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except where approved in advance by the awarding agency.

(2) Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of $5000 or more have the prior approval of the awarding agency.

(3) Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior approval of the awarding agency.

(4) When approved as a direct charge pursuant to section 15.b(1), (2), and (3)of this appendix, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the awarding agency. In addition, Federal awarding agencies are authorized at their option to waive or delegate the prior approval requirement.

(5) Equipment and other capital expenditures are unallowable as indirect costs. However, see section 11 of this appendix, Depreciation and use allowance, for rules on the allowability of use allowances or depreciation on buildings, capital improvements, and equipment. Also, see section 37 of this appendix, Rental costs, concerning the allowability of rental costs for land, buildings, and equipment.

(6) The unamortized portion of any equipment written off as a result of a change in capitalization levels may be recovered by continuing to claim the otherwise allowable use allowances or depreciation on the equipment, or by amortizing the amount to be written off over a period of years negotiated with the cognizant agency.

(7) When replacing equipment purchased in whole or in part with Federal funds, the governmental unit may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

16. *Fines and penalties.* Fines, penalties, damages, and other settlements resulting from violations (or alleged violations) of, or failure of the governmental unit to comply with, Federal, State, local, or Indian tribal laws and regulations are unallowable except when incurred as a result of compliance with specific provisions of the Federal award or written instructions by the awarding agency authorizing in advance such payments.

17. *Fund raising and investment management costs.*

a. Costs of organized fund raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions are unallowable, regardless of the purpose for which the funds will be used.

b. Costs of investment counsel and staff and similar expenses incurred to enhance income from investments are unallowable. However, such costs associated with investments covering pension, self-insurance, or other funds which include Federal participation allowed by this and other appendices of 2 CFR part 225 are allowable.

c. Fund raising and investment activities shall be allocated an appropriate share of indirect costs under the conditions described in subsection C.3.b. of Appendix A to this part.

18. *Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of Federal programs.*

a. (1) Gains and losses on the sale, retirement, or other disposition of depreciable property shall be included in the year in which they occur as credits or charges to the asset cost grouping(s) in which the property was included. The amount of the gain or loss to be included as a credit or charge to the appropriate asset cost grouping(s) shall be the difference between the amount realized on the property and the undepreciated basis of the property.

(2) Gains and losses on the disposition of depreciable property shall not be recognized as a separate credit or charge under the following conditions:

(a) The gain or loss is processed through a depreciation account and is reflected in the depreciation allowable under sections 11 and 15 of this appendix.

(b) The property is given in exchange as part of the purchase price of a similar item and the gain or loss is taken into account in determining the depreciation cost basis of the new item.

(c) A loss results from the failure to maintain permissible insurance, except as otherwise provided in subsection 22.d of this appendix.

(d) Compensation for the use of the property was provided through use allowances in lieu of depreciation.

b. Substantial relocation of Federal awards from a facility where the Federal Government participated in the financing to another facility prior to the expiration of the useful life of the financed facility requires Federal agency approval. The extent of the relocation, the amount of the Federal participation in the financing, and the depreciation charged to date may require negotiation of space charges for Federal awards.

c. Gains or losses of any nature arising from the sale or exchange of property other than the property covered in subsection 18.a. of this appendix, *e.g.*, land or included in the fair market value used in any adjustment resulting from a relocation of Federal awards covered in subsection b. shall be excluded in computing Federal award costs.

19. *General government expenses.*

a. The general costs of government are unallowable (except as provided in section 43 of this appendix, Travel costs). These include:

(1) Salaries and expenses of the Office of the Governor of a State or the chief executive of a political subdivision or the chief executive of federally-recognized Indian tribal government;

(2) Salaries and other expenses of a State legislature, tribal council, or similar local governmental body, such as a county supervisor, city council, school board, etc., whether incurred for purposes of legislation or executive direction;

(3) Costs of the judiciary branch of a government;

(4) Costs of prosecutorial activities unless treated as a direct cost to a specific program if authorized by program statute or regulation (however, this does not preclude the allowability of other legal activities of the Attorney General); and

(5) Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.

b. For federally-recognized Indian tribal governments and Councils Of Governments (COGs), the portion of salaries and expenses directly attributable to managing and operating Federal programs by the chief executive and his staff is allowable.

20. *Goods or services for personal use.* Costs of goods or services for personal use of the governmental unit's employees are unallowable regardless of whether the cost is reported as taxable income to the employees.

21. *Idle facilities and idle capacity.*

As used in this section the following terms have the meanings set forth below:

(1) "Facilities" means land and buildings or any portion thereof, equipment individually or collectively, or any other tangible capital asset, wherever located, and whether owned or leased by the governmental unit.

(2) "Idle facilities" means completely unused facilities that are excess to the governmental unit's current needs.

(3) "Idle capacity" means the unused capacity of partially used facilities. It is the difference between: that which a facility could achieve under 100 percent operating time on a one-shift basis less operating interruptions resulting from time lost for repairs, setups, unsatisfactory materials, and other normal delays; and the extent to which the facility was actually used to meet demands during the accounting period. A multi-shift basis should be used if it can be shown that this amount of usage would normally be expected for the type of facility involved.

(4) "Cost of idle facilities or idle capacity" means costs such as maintenance, repair, housing, rent, and other related costs, e.g., insurance, interest, property taxes and depreciation or use allowances.

b. The costs of idle facilities are unallowable except to the extent that:

(1) They are necessary to meet fluctuations in workload; or

(2) Although not necessary to meet fluctuations in workload, they were necessary when acquired and are now idle because of changes in program requirements, efforts to achieve more economical operations, reorganization, termination, or other causes which could not have been reasonably foreseen. Under the exception stated in this subsection, costs of idle facilities are allowable for a reasonable period of time, ordinarily not to exceed one year, depending on the initiative taken to use, lease, or dispose of such facilities.

c. The costs of idle capacity are normal costs of doing business and are a factor in the normal fluctuations of usage or indirect cost rates from period to period. Such costs are allowable, provided that the capacity is reasonably anticipated to be necessary or was originally reasonable and is not subject to reduction or elimination by use on other Federal awards, subletting, renting, or sale, in accordance with sound business, economic, or security practices. Widespread idle capacity throughout an entire facility or among a group of assets having substantially the same function may be considered idle facilities.

22. *Insurance and indemnification.*

a. Costs of insurance required or approved and maintained, pursuant to the Federal award, are allowable.

b. Costs of other insurance in connection with the general conduct of activities are allowable subject to the following limitations:

(1) Types and extent and cost of coverage are in accordance with the governmental unit's policy and sound business practice.

(2) Costs of insurance or of contributions to any reserve covering the risk of loss of, or damage to, Federal Government property are unallowable except to the extent that the awarding agency has specifically required or approved such costs.

c. Actual losses which could have been covered by permissible insurance (through a self-insurance program or otherwise) are unallowable, unless expressly provided for in the Federal award or as described below. However, the Federal Government will participate in actual losses of a self insurance fund that are in excess of reserves. Costs incurred because of losses not covered under nominal deductible insurance coverage provided in keeping with sound management practice, and minor losses not covered by insurance, such as spoilage, breakage, and disappearance of small hand tools, which occur in the ordinary course of operations, are allowable.

d. Contributions to a reserve for certain self-insurance programs including workers compensation, unemployment compensation, and severance pay are allowable subject to the following provisions:

(1) The type of coverage and the extent of coverage and the rates and premiums would have been allowed had insurance (including reinsurance) been purchased to cover the risks. However, provision for known or reasonably estimated self-insured liabilities, which do not become payable for more than one year after the provision is made, shall not exceed the discounted present value of the liability. The rate used for discounting the liability must be determined by giving consideration to such factors as the governmental unit's settlement rate for those liabilities and its investment rate of return.

(2) Earnings or investment income on reserves must be credited to those reserves.

(3) Contributions to reserves must be based on sound actuarial principles using historical experience and reasonable assumptions. Reserve levels must be analyzed and updated at least biennially for each major risk being insured and take into account any reinsurance, coinsurance, etc. Reserve levels related to employee-related coverages will normally be limited to the value of claims submitted and adjudicated but not paid, submitted but not adjudicated, and incurred but not submitted. Reserve levels in excess of the amounts based on the above must be identified and justified in the cost allocation plan or indirect cost rate proposal.

(4) Accounting records, actuarial studies, and cost allocations (or billings) must recognize any significant differences due to types of insured risk and losses generated by the various insured activities or agencies of the governmental unit. If individual departments or agencies of the governmental unit experience significantly different levels of claims for a particular risk, those differences are to be recognized by the use of separate allocations or other techniques resulting in an equitable allocation.

(5) Whenever funds are transferred from a self-insurance reserve to other accounts (e.g., general fund), refunds shall be made to the Federal Government for its share of funds transferred, including earned or imputed interest from the date of transfer.

e. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., subsection 8.f. for post retirement health benefits), are allowable in the year of payment provided the governmental unit follows a consistent costing policy and they are allocated as a general administrative expense to all activities of the governmental unit.

f. Insurance refunds shall be credited against insurance costs in the year the refund is received.

g. Indemnification includes securing the governmental unit against liabilities to third persons and other losses not compensated by insurance or otherwise. The Federal Government is obligated to indemnify the governmental unit only to the extent expressly provided for in the Federal award, except as provided in subsection 22.d of this appendix.

h. Costs of commercial insurance that protects against the costs of the contractor for correction of the contractor's own defects in materials or workmanship are unallowable.

23. *Interest.*

a. Costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, however represented, are unallowable except as specifically provided in subsection b. or authorized by Federal legislation.

b. Financing costs (including interest) paid or incurred which are associated with the otherwise allowable costs of building acquisition, construction, or fabrication, reconstruction or remodeling completed on or after October 1, 1980 is allowable subject to the conditions in section 23.b.(1) through (4) of this appendix. Financing costs (including interest) paid or incurred on or after September 1, 1995 for land or associated with otherwise allowable costs of equipment is allowable, subject to the conditions in section 23.b. (1) through (4) of this appendix.

(1) The financing is provided (from other than tax or user fee sources) by a bona fide third party external to the governmental unit;

(2) The assets are used in support of Federal awards;

(3) Earnings on debt service reserve funds or interest earned on borrowed funds pending payment of the construction or acquisition costs are used to offset the current period's cost or the capitalized interest, as appropriate. Earnings subject to being reported to the Federal Internal Revenue Service under arbitrage requirements are excludable.

(4) For debt arrangements over $1 million, unless the governmental unit makes an initial equity contribution to the asset purchase of 25 percent or more, the governmental unit shall reduce claims for interest cost by an amount equal to imputed interest earnings on excess cash flow, which is to be calculated as follows. Annually, non-Federal entities shall prepare a cumulative (from the inception of the project) report of monthly cash flows that includes inflows and outflows, regardless of the funding source. Inflows consist of depreciation expense, amortization of capitalized construction interest, and annual interest cost. For cash flow calculations, the annual inflow figures shall be divided by the number of months in the year (i.e., usually 12) that the building is in service for monthly amounts. Outflows consist of initial equity contributions, debt principal payments (less the pro rata share attributable to the unallowable costs of land) and interest payments. Where cumulative inflows exceed cumulative outflows,

interest shall be calculated on the excess inflows for that period and be treated as a reduction to allowable interest cost. The rate of interest to be used to compute earnings on excess cash flows shall be the three-month Treasury bill closing rate as of the last business day of that month.

(5) Interest attributable to fully depreciated assets is unallowable.

24. *Lobbying.*

a. General. The cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans is an unallowable cost. Lobbying with respect to certain grants, contracts, cooperative agreements, and loans shall be governed by the common rule, "New Restrictions on Lobbying" (see Section J.24 of Appendix A to 2 CFR part 220), including definitions, and the Office of Management and Budget "Government-wide Guidance for New Restrictions on Lobbying" and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), and 57 FR 1772 (January 15, 1992), respectively.

b. Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally-sponsored agreement or regulatory matter on any basis other than the merits of the matter.

25. *Maintenance, operations, and repairs.* Unless prohibited by law, the cost of utilities, insurance, security, janitorial services, elevator service, upkeep of grounds, necessary maintenance, normal repairs and alterations, and the like are allowable to the extent that they: keep property (including Federal property, unless otherwise provided for) in an efficient operating condition, do not add to the permanent value of property or appreciably prolong its intended life, and are not otherwise included in rental or other charges for space. Costs which add to the permanent value of property or appreciably prolong its intended life shall be treated as capital expenditures (see sections 11 and 15 of this appendix).

26. *Materials and supplies costs.*

a. Costs incurred for materials, supplies, and fabricated parts necessary to carry out a Federal award are allowable.

b. Purchased materials and supplies shall be charged at their actual prices, net of applicable credits. Withdrawals from general stores or stockrooms should be charged at their actual net cost under any recognized method of pricing inventory withdrawals, consistently applied. Incoming transportation charges are a proper part of materials and supplies costs.

c. Only materials and supplies actually used for the performance of a Federal award may be charged as direct costs.

d. Where federally-donated or furnished materials are used in performing the Federal award, such materials will be used without charge.

27. *Meetings and conferences.* Costs of meetings and conferences, the primary purpose of which is the dissemination of technical information, are allowable. This includes costs of meals, transportation, rental of facilities, speakers' fees, and other items incidental to such meetings or conferences. But see section 14, Entertainment costs, of this appendix.

28. *Memberships, subscriptions, and professional activity costs.*

a. Costs of the governmental unit's memberships in business, technical, and professional organizations are allowable.

b. Costs of the governmental unit's subscriptions to business, professional, and technical periodicals are allowable.

c. Costs of membership in civic and community, social organizations are allowable as a direct cost with the approval of the Federal awarding agency.

d. Costs of membership in organizations substantially engaged in lobbying are unallowable.

29. *Patent costs.*

a. The following costs relating to patent and copyright matters are allowable: cost of preparing disclosures, reports, and other documents required by the Federal award and of searching the art to the extent necessary to make such disclosures; cost of preparing documents and any other patent costs in connection with the filing and prosecution of a United States patent application where title or royalty-free license is required by the Federal Government to be conveyed to the Federal Government; and general counseling services relating to patent and copyright matters, such as advice on patent and copyright laws, regulations, clauses, and employee agreements (but see sections 32, Professional service costs, and 38, Royalties and other costs for use of patents and copyrights, of this appendix).

b. The following costs related to patent and copyright matter are unallowable: Cost of preparing disclosures, reports, and other documents and of searching the art to the extent necessary to make disclosures not required by the award; costs in connection with filing and prosecuting any foreign patent application; or any United States patent application, where the Federal award does not require conveying title or a royalty-free license to the Federal Government (but see section 38, Royalties and other costs for use of patents and copyrights, of this appendix).

30. *Plant and homeland security costs.* Necessary and reasonable expenses incurred for routine and homeland security to protect facilities, personnel, and work products are allowable. Such costs include, but are not limited to, wages and uniforms of personnel engaged in security activities; equipment; barriers; contractual security services; consultants; etc. Capital expenditures for homeland and plant security purposes are subject to section 15, Equipment and other capital expenditures, of this appendix.

31. *Pre-award costs.* Pre-award costs are those incurred prior to the effective date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary to comply with the proposed delivery schedule or period of performance. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the written approval of the awarding agency.

32. *Professional service costs.*

a. Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill, and who are not officers or employees of the governmental unit, are allowable, subject to subparagraphs b and c when reasonable in relation to the services rendered and when not contingent upon recovery of the costs from the Federal Government. In addition, legal and related services are limited under section 10 of this appendix.

b. In determining the allowability of costs in a particular case, no single factor or any special combination of factors is necessarily determinative. However, the following factors are relevant:

(1) The nature and scope of the service rendered in relation to the service required.

(2) The necessity of contracting for the service, considering the governmental unit's capability in the particular area.

(3) The past pattern of such costs, particularly in the years prior to Federal awards.

(4) The impact of Federal awards on the governmental unit's business (*i.e.*, what new problems have arisen).

(5) Whether the proportion of Federal work to the governmental unit's total business is such as to influence the governmental unit in favor of incurring the cost, particularly where the services rendered are not of a continuing nature and have little relationship to work under Federal grants and contracts.

(6) Whether the service can be performed more economically by direct employment rather than contracting.

(7) The qualifications of the individual or concern rendering the service and the customary fees charged, especially on non-Federal awards.

(8) Adequacy of the contractual agreement for the service (*e.g.*, description of the service, estimate of time required, rate of compensation, and termination provisions).

c. In addition to the factors in subparagraph b, retainer fees to be allowable must be supported by available or rendered evidence of bona fide services available or rendered.

33. *Proposal costs.* Costs of preparing proposals for potential Federal awards are allowable. Proposal costs should normally be treated as indirect costs and should be allocated to all activities of the governmental unit utilizing the cost allocation plan and indirect cost rate proposal. However, proposal costs may be charged directly to Federal awards with the prior approval of the Federal awarding agency.

34. *Publication and printing costs.*

a. Publication costs include the costs of printing (including the processes of composition, plate-making, press work, binding, and the end products produced by such processes), distribution, promotion, mailing, and general handling. Publication costs also include page charges in professional publications.

b. If these costs are not identifiable with a particular cost objective, they should be allocated as indirect costs to all benefiting activities of the governmental unit.

c. Page charges for professional journal publications are allowable as a necessary part of research costs where:

(1) The research papers report work supported by the Federal Government; and

(2) The charges are levied impartially on all research papers published by the journal, whether or not by federally-sponsored authors.

35. *Rearrangement and alteration costs.* Costs incurred for ordinary and normal rearrangement and alteration of facilities are allowable. Special arrangements and alterations costs incurred specifically for a Federal award are allowable with the prior approval of the Federal awarding agency.

36. *Reconversion costs.* Costs incurred in the restoration or rehabilitation of the governmental unit's facilities to approximately the same condition existing immediately prior to commencement of Federal awards, less costs related to normal wear and tear, are allowable.

37. *Rental costs of buildings and equipment.*

a. Subject to the limitations described in subsections b. through d. of this section, rental costs are allowable to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property, if any; market conditions in the area; alternatives available; and the type, life expectancy, condition, and value of the property leased. Rental arrangements should be reviewed periodically to determine if circumstances have changed and other options are available.

b. Rental costs under "sale and lease back" arrangements are allowable only up to the amount that would be allowed had the governmental unit continued to own the property. This amount would include expenses such as depreciation or use allowance, maintenance, taxes, and insurance.

c. Rental costs under "less-than-arm's-length" leases are allowable only up to the amount (as explained in section 37.b of this appendix) that would be allowed had title to the property vested in the governmental unit. For this purpose, a less-than-arm's-length lease is one under which one party to the lease agreement is able to control or substantially influence the actions of the other. Such leases include, but are not limited to those between divisions of a governmental unit; governmental units under common control through common officers, directors, or members; and a governmental unit and a director, trustee, officer, or key employee of the governmental unit or his immediate family, either directly or through corporations, trusts, or similar arrangements in which they hold a controlling interest. For example, a governmental unit may establish a separate corporation for the sole purpose of owning property and leasing it back to the governmental unit.

d. Rental costs under leases which are required to be treated as capital leases under GAAP are allowable only up to the amount (as explained in subsection 37.b of this appendix) that would be allowed had the governmental unit purchased the property on the date the lease agreement was executed. The provisions of Financial Accounting Standards Board Statement 13, Accounting for Leases, shall be used to determine whether a lease is a capital lease. Interest costs related to capital leases are allowable to the extent they meet the criteria in section 23 of this appendix. Unallowable costs include amounts paid for profit, management fees, and taxes that would not have been incurred had the governmental unit purchased the facility.

38. *Royalties and other costs for the use of patents.*

a. Royalties on a patent or copyright or amortization of the cost of acquiring by purchase a copyright, patent, or rights thereto, necessary for the proper performance of the award are allowable unless:

(1) The Federal Government has a license or the right to free use of the patent or copyright.

(2) The patent or copyright has been adjudicated to be invalid, or has been administratively determined to be invalid.

(3) The patent or copyright is considered to be unenforceable.

(4) The patent or copyright is expired.

b. Special care should be exercised in determining reasonableness where the royalties may have been arrived at as a result of less-than-arm's-length bargaining, *e.g.:*

(1) Royalties paid to persons, including corporations, affiliated with the governmental unit.

(2) Royalties paid to unaffiliated parties, including corporations, under an agreement entered into in contemplation that a Federal award would be made.

(3) Royalties paid under an agreement entered into after an award is made to a governmental unit.

c. In any case involving a patent or copyright formerly owned by the governmental unit, the amount of royalty allowed should not exceed the cost which would have been allowed had the governmental unit retained title thereto.

39. *Selling and marketing.* Costs of selling and marketing any products or services of the governmental unit are unallowable (unless allowed under section 1. of this appendix as allowable public relations costs or under section 33. of this appendix as allowable proposal costs.

40. *Taxes.*

a. Taxes that a governmental unit is legally required to pay are allowable, except for self-assessed taxes that disproportionately affect Federal programs or changes in tax policies that disproportionately affect Federal programs. This provision is applicable to taxes paid during the governmental unit's first fiscal year that begins on or after January 1, 1998, and applies thereafter.

b. Gasoline taxes, motor vehicle fees, and other taxes that are in effect user fees for benefits provided to the Federal Government are allowable.

c. This provision does not restrict the authority of Federal agencies to identify taxes where Federal participation is inappropriate. Where the identification of the amount of unallowable taxes would require an inordinate amount of effort, the cognizant agency may accept a reasonable approximation thereof.

41. *Termination costs applicable to sponsored agreements.* Termination of awards generally gives rise to the incurrence of costs, or the need for special treatment of costs, which would not have arisen had the Federal award not been terminated. Cost principles covering these items are set forth below. They are to be used in conjunction with the other provisions of this appendix in termination situations.

a. The cost of items reasonably usable on the governmental unit's other work shall not be allowable unless the governmental unit submits evidence that it would not retain such items at cost without sustaining a loss. In deciding whether such items are reasonably usable on other work of the governmental unit, the awarding agency should consider the governmental unit's plans and orders for current and scheduled activity.

Contemporaneous purchases of common items by the governmental unit shall be regarded as evidence that such items are reasonably usable on the governmental unit's other work. Any acceptance of common items as allocable to the terminated portion of the Federal award shall be limited to the extent that the quantities of such items on hand, in transit, and on order are in excess of the reasonable quantitative requirements of other work.

b. If in a particular case, despite all reasonable efforts by the governmental unit, certain costs cannot be discontinued immediately after the effective date of termination, such costs are generally allowable within the limitations set forth in this and other appendices of 2 CFR part 225, except that any such costs continuing after termination due to the negligent or willful failure of the governmental unit to discontinue such costs shall be unallowable.

c. Loss of useful value of special tooling, machinery, and equipment is generally allowable if:

(1) Such special tooling, special machinery, or equipment is not reasonably capable of use in the other work of the governmental unit,

(2) The interest of the Federal Government is protected by transfer of title or by other means deemed appropriate by the awarding agency, and

(3) The loss of useful value for any one terminated Federal award is limited to that portion of the acquisition cost which bears the same ratio to the total acquisition cost as the terminated portion of the Federal award bears to the entire terminated Federal award and other Federal awards for which the special tooling, machinery, or equipment was acquired.

d. Rental costs under unexpired leases are generally allowable where clearly shown to have been reasonably necessary for the performance of the terminated Federal award less the residual value of such leases, if:

(1) The amount of such rental claimed does not exceed the reasonable use value of the property leased for the period of the Federal award and such further period as may be reasonable, and

(2) The governmental unit makes all reasonable efforts to terminate, assign, settle, or otherwise reduce the cost of such lease. There also may be included the cost of alterations of such leased property, provided such alterations were necessary for the performance of the Federal award, and of reasonable restoration required by the provisions of the lease.

e. Settlement expenses including the following are generally allowable:

(1) Accounting, legal, clerical, and similar costs reasonably necessary for:

(a) The preparation and presentation to the awarding agency of settlement claims and supporting data with respect to the terminated portion of the Federal award, unless the termination is for default (see Subpart .44 of the Grants Management Common Rule (see §215.5) implementing OMB Circular A–102); and

(b) The termination and settlement of subawards.

(2) Reasonable costs for the storage, transportation, protection, and disposition of property provided by the Federal Government or acquired or produced for the Federal award, except when grantees or contractors are reimbursed for disposals at a predetermined amount in accordance with Subparts .31 and .32 of the Grants Management Common Rule (see §215.5) implementing OMB Circular A–102.

f. Claims under subawards, including the allocable portion of claims which are common to the Federal award, and to other work of the governmental unit are generally allowable. An appropriate share of the governmental unit's indirect expense may be allocated to the amount of settlements with subcontractors and/or subgrantees, provided that the amount allocated is otherwise consistent with the basic guidelines contained in Appendix A to this part. The indirect expense so allocated shall exclude the same and similar costs claimed directly or indirectly as settlement expenses.

42. *Training costs.* The cost of training provided for employee development is allowable.

43. *Travel costs.*

a. General. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the governmental unit. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the governmental unit's non-federally-sponsored activities. Notwithstanding the provisions of section 19 of this appendix, General government expenses, travel costs of officials covered by that section are allowable with the prior approval of an awarding agency when they are specifically related to Federal awards.

b. Lodging and subsistence. Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, shall be considered reasonable and allowable only to the extent such costs do not exceed charges normally allowed by the governmental unit in its regular operations as the result of the governmental unit's written travel policy. In the absence of an acceptable, written governmental unit policy regarding travel costs,

the rates and amounts established under subchapter I of Chapter 57, Title 5, United States Code ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter shall apply to travel under Federal awards (48 CFR 31.205–46(a)).

c. Commercial air travel.

(1) Airfare costs in excess of the customary standard commercial airfare (coach or equivalent), Federal Government contract airfare (where authorized and available), or the lowest commercial discount airfare are unallowable except when such accommodations would:

(a) Require circuitous routing;

(b) Require travel during unreasonable hours;

(c) Excessively prolong travel;

(d) Result in additional costs that would offset the transportation savings; or

(e) Offer accommodations not reasonably adequate for the traveler's medical needs. The governmental unit must justify and document these conditions on a case-by-case basis in order for the use of first-class airfare to be allowable in such cases.

(2) Unless a pattern of avoidance is detected, the Federal Government will generally not question a governmental unit's determinations that customary standard airfare or other discount airfare is unavailable for specific trips if the governmental unit can demonstrate either of the following:

(aa) That such airfare was not available in the specific case; or

(b) That it is the governmental unit's overall practice to make routine use of such airfare.

d. Air travel by other than commercial carrier. Costs of travel by governmental unit-owned, -leased, or -chartered aircraft include the cost of lease, charter, operation (including personnel costs), maintenance, depreciation, insurance, and other related costs. The portion of such costs that exceeds the cost of allowable commercial air travel, as provided for in subsection 43.c. of this appendix, is unallowable.

e. Foreign travel. Direct charges for foreign travel costs are allowable only when the travel has received prior approval of the awarding agency. Each separate foreign trip must receive such approval. For purposes of this provision, "foreign travel" includes any travel outside Canada, Mexico, the United States, and any United States territories and possessions. However, the term "foreign travel" for a governmental unit located in a foreign country means travel outside that country.

APPENDIX C TO PART 225—STATE/LOCAL-WIDE CENTRAL SERVICE COST ALLOCATION PLANS

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A. *General.*

1. Most governmental units provide certain services, such as motor pools, computer centers, purchasing, accounting, etc., to operating agencies on a centralized basis. Since federally-supported awards are performed within the individual operating agencies, there needs to be a process whereby these central service costs can be identified and assigned to benefitted activities on a reasonable and consistent basis. The central service cost allocation plan provides that process. All costs and other data used to distribute the costs included in the plan should be supported by formal accounting and other records that will support the propriety of the costs assigned to Federal awards.

2. Guidelines and illustrations of central service cost allocation plans are provided in a brochure published by the Department of Health and Human Services entitled "A Guide for State and Local Government Agencies: Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government." A copy of this brochure may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20401.

B. *Definitions.*

Attachment 3

STATE AND LOCAL DEPARTMENT/AGENCY INDIRECT COST NEGOTIATION AGREEMENT

DATE: JUNE 4, 2010

INSTITUTION:

California Department of Food and Agriculture
1220 N. Street, Room A-120
Sacramento, CA 95814

FILING REFERENCE:

This replaces Negotiation Agreement
Dated: April 30, 2009

The indirect cost rate(s) contained herein are for use on grants, cooperative agreements and contracts with the Federal Government to which the following applies: 2 CFR Part 225 "Cost Principles for State, Local, and Indian Tribal Governments," (OMB Circular A-87 Revised 5/4/95, as further amended 5/10/04). They are subject to the limitations contained in the 2 CFR Part 225 (OMB Circular A-87) and in Section II-A below. The rates were negotiated with the U.S. Department of Agriculture, Animal and Plant Health Inspection Service, in accordance with the authority contained in Appendix A of the Circular. [1]

SECTION I RATES:

Rate Type	Effective Dates	Rate(s)	Locations	Applicable To
Fixed	**July 1, 2010 to June 30, 2011**	**27.05%**	**All**	**All programs**

[1] **Direct Cost Base: The direct cost base equals total direct costs less any capital expenditures, pass-through fund, subcontracts, and other extraordinary or distorting items.**

Treatment of Fringe Benefits: Fringe benefits are identified with salaries and wages and are treated as direct or indirect costs, as appropriate.

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SECTION II GENERAL:

A. LIMITATIONS: Use of the rate(s) contained in this agreement are subject to any statutory or administrative limitation applicable to a given grant or contract and the availability of funds. Acceptance of the rate(s) agreed to herein is predicated on the conditions: (1) that no costs other than those incurred by the State or locality were included in the Agency's indirect cost pool as finally accepted and that such costs are legal obligations of the State or locality and allowable under the governing cost principles, (2) that the same costs that have been treated as indirect costs are not claimed as direct costs, (3) that similar types of costs have been accorded consistent accounting treatment, and (4) that the information used as a basis for acceptance of the rates agreed herein is not subsequently found to be materially inaccurate.

B. ACCOUNTING CHANGES: If a fixed or predetermined rate(s) is contained in this agreement, it is based on the accounting system in effect at the time the agreement was negotiated. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of the rate(s) require the prior approval of the authorized representative of the cognizant negotiation agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain such approval may result in subsequent cost disallowances. The cognizant negotiation agency must also be notified of any changes to the State or locality's organization structure which affect the amount of reimbursement resulting from the use of the rate(s).

C. FIXED RATES: If a fixed rate is contained in this agreement, it is based on an estimate of the costs which will be incurred during the period to which the rate applies. When the actual costs for such period have been determined, an adjustment will be made in a subsequent negotiation to compensate for the difference between the costs used to establish the fixed rate and actual costs. This approach is considered reasonable.

D. NOTIFICATION TO OTHER FEDERAL AGENCIES: Copies of this document may be provided to other Federal agencies as a means of notifying them of the agreement contained herein.

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E. SPECIAL REMARKS: Federal programs currently reimbursing indirect costs to this Agency by means other than the rate(s) cited in this agreement should be credited for such costs and the applicable rate cited herein be applied to the appropriate base to identify the proper amount of the indirect costs applicable to the program.

By California Department
of Food and Agriculture

Kathy Alameda

Signature

Ms. Kathy Alameda, Manager
Federal Funds Management Office

6/8/2010

Date

By the U.S. Department of Agriculture
on behalf of the Federal Government

Donna J. Ford for

Signature

Ms. Laura MacKenzie, Director
Financial Management Division

6/4/2010

Date

Asian Citrus Psyllid Project
Agreement #: 11-8520-1211-CA
October 1, 2010 to September 30, 2011

Detailed Financial Plan

COOPERATOR NAME: California Department of Food and Agriculture
PROJECT: Asian Citrus Psyllid
TIME PERIOD: October 1, 2010 to September 30, 2011

ITEM	APHIS FUNDS		COOPERATOR FUNDS (Show even if zero)
PERSONNEL:			
25 Ag Tech I @ $2,402/mo for 12 mos 13 Ag Tech I @ $2,402/ mo for 9 mos	$936,780.00		$64,854.00
60 Ag Tech I @ $2,402/mo for 12 mos @ 15% salary			$259,416.00
1 Ag Tech II @ $2,496/mo for 12 mos	$29,952.00		$0.00
6 Scientific Aides @ $2,160/mo @ 12 mos	$155,520.00		$0.00
1 Sr. Insect Biosystematist (75% of salary), 1 Senior Ag Biologist (25% of salary), 3 Ag Biologist (25% of salary), 2 Ag Pest Control Specialist (25% of salary).	$138,267.00		0.00
2 Program Sup (50% of salary), 3 Plant Pathologists (75% of salary), 2 Senior Ag Biologist (50% of salary), 4 Assoc. Ag Biologist (50% of salary), 2 Ag Biologists (25% of salary), 2 Ag. Pest Control Specialists (50% of salary), 2 Pest Prevention Assistants (25% of salary), 1 Office Tech (20% of salary).	0.00		$470,136.00
Overtime	$252,190.00		$0.00
Subtotal	**$1,512,709.00**		**$794,406.00**
FRINGE BENEFITS:			
Temporary salary @ 10.060%	$112,899.00		$32,622.00
Permanent salary @ 48.990%	$67,737.00		$230,320.00
Overtime @ 7.65%	$19,293.00		$0.00
Subtotal	**$199,929.00**		**$262,942.00**
TRAVEL:			
In –State: 20 staff @ various durations; $150/day; airfare @ $325 each.	$331,100.00		$64,480.00
Out-of-State/Country: Various staff to meetings, conferences, trainings.	$17,500.00		$0.00
Subtotal	**$348,600.00**		**$64,480.00**
FACILITY RENT			
Satellite office leases, trailers.	$86,000.00		$48,000.00
Subtotal	**$86,000.00**		**$48,000.00**
EQUIPMENT			
Magnifying lamps; printers; copiers; computers; autoclave; GPS units; miscellaneous field equipment.	$480,858.00		$56,500.00
Subtotal	**$480,858.00**		**$56,500.00**
SUPPLIES			
Pathology/entomology lab supplies; vials; alcohol; map books; plastic/garbage bags; printer/toner cartridges; field supplies; trap poles; hand lenses; traps; batteries; gloves; coolers; water; first aid kits; tape, traps, coolers, blue ice, hand cleaner,	$668,906.00		$93,793.00

Asian Citrus Psyllid Project
Agreement #: 11-8520-1211-CA
October 1, 2010 to September 30, 2011

trap hangers, ziplock bags, tree tags.			
Subtotal	**$668,906.00**		**$93,793.00**
CONTRACTUAL			
CASS, County contracts, Environmental Impact Report, UCR (foreign exploration).	$5,626,800.00		$616,854.00
Subtotal	**$5,626,800.00**		**$616,854.00**
OTHER			
Communications; postage; printing; utilities; equipment maintenance; software; training; vehicle operations; vehicle rentals.	$634,735.00		$156,980.00
Subtotal	**$634,735.00**		**$156,980.00**
TOTAL DIRECT COSTS	**$9,558,537.00**		$2,093,955.00
INDIRECT COSTS (Total Personnel and Benefits)* 27.05% (July 2010 – June 2011)	$463,269.00		$286,013.00
TOTAL	$10,021,806.00		$2,379,968.00
Cost Share Information	81%		19%

*Note indirect cost rate will depend on each States Negotiated Cost Rate.

The above financial plan represents the full amount of funding for the work represented in the current work plan. A revised financial plan and work plan will be submitted if the final funding amount differs from what is currently on the agreement.

05-23-2011 5/24/11

Robert Leavitt, Ph.D., ROAR Date
California Department of Food and Agriculture
Plant Health and Pest Prevention Services

Helene Wright, ADODR Date
United States Department of Agriculture
APHIS, Plant Protection and Quarantine

Attachment 5

State And Local Department/Agency Indirect Cost Negotiation Agreement

EIN: 82-6000952

Organization:

Idaho State Department of Agriculture
P.O. Box 790
Boise, Idaho 83701

Date: May 16, 2011

Report No(s).: 11-A-0793

Filing Ref.:
Last Negotiation Agreement
dated May 25,2010

The indirect cost rate contained herein is for use on grants, contracts, and other agreements with the Federal Government to which 2 CFR 225 (OMB Circular A-87) applies, subject to the limitations in Section II.A. of this agreement. The rate is negotiated by the U.S. Department of the Interior, National Business Center, and the subject organization in accordance with the authority contained in 2 CFR 225.

Section I: Rate

Type	Effective Period From	Effective Period To	Rate*	Locations	Applicable To
Fixed Carryforward	07/01/11	06/30/12	9.37%	All	All Programs

***Base:** Total direct costs less capital expenditures, passthrough funds, subcontracts, and other extraordinary or distorting items.

Note: Trustee and Benefit (T&B) Payments for the following program cost account codes (PCAs) have been included in the direct cost base in order to calculate the indirect cost rate. The respective federal agencies have allowed this action because of significant involvement in the administration of the grants.

PCA	Program	Funding Agency
42514	Organic Cost Share Program	USDA-Agricultural Marketing Service
42517	PCN Recovery and Response	USDA-APHIS
49210	BLM Stimulus Noxious Weed Grant (ARRA)	DOI-Bureau of Land Management
49213	Forest Service Weed Grant	USDA-Forest Service
49214	Forest Service Weed Stimulus Grant (ARRA)	USDA-Forest Service
61139	Specialty Crop Grant Program FY10	USDA-Agricultural Marketing Service

Treatment of fringe benefits: Fringe benefits applicable to direct salaries and wages are treated as direct costs; fringe benefits applicable to indirect salaries and wages are treated as indirect costs.

Section II: General

A. **Limitations:** Use of the rate contained in this agreement is subject to any applicable statutory limitations. Acceptance of the rate agreed to herein is predicated upon these conditions: (1) no costs other than those incurred by the subject organization were included in its indirect cost rate proposal, (2) all such costs are the legal obligations of the grantee/contractor, (3) similar types of costs have been accorded consistent treatment, and (4) the same costs that have been treated as indirect costs have not been claimed as direct costs (for example, supplies can be charged directly to a program or activity as long as these costs are not part of the supply costs included in the indirect cost pool for central administration).

B. **Audit:** All costs (direct and indirect, federal and non-federal) are subject to audit. Adjustments to amounts resulting from audit of the cost allocation plan or indirect cost rate proposal upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation.

C. **Changes:** The rate contained in this agreement is based on the organizational structure and the accounting system in effect at the time the proposal was submitted. Changes in organizational structure, or changes in the method of accounting for costs which affect the amount of reimbursement resulting from use of the rate in this agreement, require the prior approval of the responsible negotiation agency. Failure to obtain such approval may result in subsequent audit disallowance.

D. **Fixed Carryforward Rate:** The fixed carryforward rate is based on an estimate of the costs that will be incurred during the period for which the rate applies. When the actual costs for such periods have been determined, an adjustment will be made to the rate for future periods, if necessary, to compensate for the difference between the costs used to establish the fixed rate and the actual costs.

E. **Agency Notification:** Copies of this document may be provided to other federal offices as a means of notifying them of the agreement contained herein.

F. **Record Keeping:** Organizations must maintain accounting records that demonstrate that each type of cost has been treated consistently either as a direct cost or an indirect cost. Records pertaining to the costs of program administration, such as salaries, travel, and related costs, should be kept on an annual basis.

G. **Reimbursement Ceilings:** Grantee/contractor program agreements providing for ceilings on indirect cost rates or reimbursement amounts are subject to the ceilings stipulated in the contract or grant agreements. If the ceiling rate is higher than the negotiated rate in Section I of this agreement, the negotiated rate will be used to determine the maximum allowable indirect cost.

H. **Use of Other Rates:** If any federal programs are reimbursing indirect costs to this grantee/contractor by a measure other than the approved rate in this agreement, the grantee/contractor should credit such costs to the affected programs, and the approved rate should be used to identify the maximum amount of indirect cost allocable to these programs.

I. **Central Service Costs:** Where central service costs are estimated for the calculation of indirect cost rates, adjustments will be made to reflect the difference between provisional and final amounts.

J. **Other:**

1. The purpose of an indirect cost rate is to facilitate the allocation and billing of indirect costs. Approval of the indirect cost rate does not mean that an organization can recover more than the actual costs of a particular program or activity.

2. Programs received or initiated by the organization subsequent to the negotiation of this agreement are subject to the approved indirect cost rate if the programs receive administrative support from the indirect cost pool. It should be noted that this could result in an adjustment to a future rate.

3. This negotiation agreement is entered into under the terms of an Interagency Agreement between the U.S. Department of the Interior and the U.S. Department of Agriculture, Animal and Plant Health Inspection Service. No presumption of federal cognizance over audits or indirect cost negotiations arises as a result of this Agreement.

4. New indirect cost proposals are necessary to obtain approved indirect cost rates for future fiscal or calendar years. The proposals are due in our office 6 months prior to the beginning of the year to which the proposed rates will apply.

Section III: Acceptance

Listed below are the signatures of acceptance for this agreement:

By the State Department/Agency:

Idaho State Department of Agriculture
Grantee/Contractor

/s/
Signature

Kelly A. Nielsen
Name (Type or Print)

Administrator / Financial Officer
Title

May 11, 11
Date

For the Cognizant Federal Government Agency:

U.S. Department of Agriculture
Animal and Plant Health Inspection Service
Cognizant Agency

/s/
Signature

Deborah A. Moberly
Name

Indirect Cost Coordinator
Indirect Cost Services
Title

U.S. Department of the Interior
National Business Center
Negotiating Agency

Date MAY 16 2011

Negotiated by Mark W. Stout
Telephone (916) 566-7270

APPLICATION OF INDIRECT COST RATE AGREEMENT
(ICRA)

TAB 12

Indirect Costs

Application of Indirect Cost Rate Agreements

What are Indirect Costs?

Accounting term used to assign or charge costs that are common to two or more of a recipient's projects or operations

Incurred for common or joint objectives and can't be readily identified with a specific grant or activity

In order to include Indirect Costs in Agreements…

- **All** cooperators must have a current, signed, negotiated indirect cost rate agreement for indirect costs to be assessed
- A copy must be provided to APHIS with each award

Recognition of the ICRA

OMB instructs agencies to recognize indirect cost rate agreements negotiated with other parties

Statutory Cap

- Section 705 of Agricultural Appropriation Bill
- Limits the indirect cost rate for cooperative agreements with non-profits (includes universities) to 10%
- Does not apply to grants

Application of Statutory Cap Example 1

Kansas State University Cooperative Agreement
Total Award = $100,000

They have a NICRA of 15%, the basis for application is exclusively salaries and wages.

The financial plan and SF-424A state that $50,000 will be spent on salaries and wages, the remaining $50,000 is for travel, supplies, and training.

Is the correct application:
A – 15% (NICRA) X $50,000 (NICRA Basis for Application) =$7,500
-or-
B – 10% (Statutory Cap) X $100,000 (Total Direct Costs) = $10,000

For Example 1, the correct application is….

A – 15% (NICRA) X $50,000 (NICRA Basis for Application) = $7500

because it is less than the 10% Statutory cap amount which works out to be $10,000.

Their NICRA is actually less!

Application of Statutory Cap Example 2

Yellowstone Fish and Wildlife Society (Nonprofit) Cooperative Agreement Total Award = $100,000

They have a NICRA of 30%, the basis for application is salaries , wages and fringe benefits.

The financial plan and SF-424A state that $70,000 will be spent on salaries and wages, the remaining $30,000 is for travel, contracts and equipment.

Is the correct application:
A – 30% (NICRA) X $70,000 (NICRA Basis for Application) =$21,000
-or-
B – 10% (Statutory Cap) X $100,000 (Total Direct Costs) = $10,000

For Example 2, the correct application is….

B – 10% (Statutory Cap) X $100,000 (Total Direct Costs) = $10,000

because the NICRA calculation exceeds the 10% Statutory cap.

Questions?

DATA SHARING AND RESPONSIBILITIES

TAB 13

Farm Bill Section 1619 (7 USC § 8791)

Section 1619 (7 USC § 8791), prohibits USDA, its contractors, and cooperators, from disclosing information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in a USDA program. This also includes geospatial information maintained by USDA with respect to such agricultural land or operations, subject to certain exceptions and authorized disclosures.

The goal today is to teach through example enough information to help recognize data that is covered by Section 1619 and to encourage you to ask questions. If you're uncertain data is covered under Section 1619 please ask your PPQ State Plant Health Director or State Plant Regulatory Official. If further guidance is necessary they can contact me (Kathy Handy) before sharing any data. It's not my intent to make you an expert nor do I expect you to become one. The wording of this law is non-linear and very complex and is separate from the Freedom of Information Act (FOIA).

Here are general conclusions related to this prohibition:

- Information covered by Section 1619 is exempt from disclosure under FOIA.

- Section 1619 covers information provided to participate in USDA programs that provide loans, grants, subsidies, payments, or other benefits; it does not apply to USDA regulatory programs where participation by the producer or landowner is required by law as a condition of participation in the marketplace.

- "Geospatial information" does not include aerial photographs themselves, but does include photographs when they include, or are associated with, additional data depicting or identifying attributes of the land, such as common land unit (CLU) boundaries.

    - Example:

      County level information may be released. However, any information must not identify an individual agricultural landowner/producer. For example, if a crop is produced by one or two growers primarily in a county and information is released as to pathogen presence, etc. there could be cases where it is easy for the public and/or agricultural industry (processors, coops, etc.) to determine which grower/farm that information pertains to. The information has to be transformed statistically and presented in aggregate form.

- Section 1619 does not inhibit disclosure of covered information between and among USDA agencies; however, covered information may only be shared with other Federal agencies outside USDA for specific purposes under a cooperative program, i.e., not for general regulatory or enforcement purposes.

- The specific purposes for authorized disclosure are to cooperators when they are

(1) providing technical or financial assistance with respect to the agricultural operation, agricultural land or farming or conservation practices, or (2) responding to a disease or pest threat.

• Cooperative programs are a two-way street: information collected by cooperators from agricultural producers or landowners in carrying out USDA programs is covered, as is information shared by USDA with cooperators under the same program. If a cooperator concludes that Section 1619 does not prohibit its disclosure of information shared by USDA, or collected by it on behalf of USDA, then USDA may no longer share information with that cooperator.

- Example:

  USDA has a cooperative agreement with State X Ag Department/Applicable Department, to survey for pest **A**. In order to place the traps the cooperator has to ask permission of the landowner to place traps on the land. The cooperator receives permission documents the location with a PDA, other device, or just pen and paper. USDA may not have specifically asked for that detailed information but it was collected by the cooperator to track placement and servicing of a trap/device or an area visually inspected. The exact coordinates may or may not be placed into a USDA or other database. However, since that information was collected by the State cooperator in performance of a USDA, APHIS cooperative program it is bound by Section 1619 and the **State** Ag Department/Applicable Department, may **not** further release to third parties.

• Section 1619 does not apply to, and thus does not prohibit, the disclosure of payment information (including names and addresses), aggregate statistical information, or information to which the agricultural producer or landowner consents to disclosure.

Questions and Discussion

NON-DISCRIMINATION CLAUSE

TAB 14

Civil Rights Enforcement and Compliance

Civil Rights Accountability for Federally Assisted Programs

Discrimination Complaints Against Federally Assisted Programs

Presented By:
Tanika C. Greene
Telephone: 301-734-8153
Fax: 301-734-3698
Email: tanika.c.greene@aphis.usda.gov
June 23, 2011

Module Objectives

Terminal Objective:

- At the conclusion of this module, participants will be able to understand the recipients' accountability to civil rights/EEO, receiving and processing program discrimination complaints, and the Federal laws and Departmental regulations that provide guidance for program delivery.

Enabling Objectives:

- In order to meet the terminal objective, the participants will:
  - Review the Secretary's Civil Rights Policy Statements
  - Develop an understanding of the concept of Civil Rights, Title VI of the Civil Rights Act of 1964, Title 7 Code of Federal Regulation Part 15, and EO 13166
  - Become familiar with the terms Disparate Treatment, Disparate Impact, Federally Assisted Programs, Federal Financial Assistance, Recipient and Beneficiary
  - Identify the process for handling and receiving program discrimination complaints
  - Apply knowledge of recipient responsibilities and processing program discrimination complaints

2

United States Department of Agriculture Civil Rights Policy Statement

"...Improving civil rights throughout USDA is one of my top priorities, and by pursuing this goal together in a transparent and ethical manner we can lead the way in making USDA a model organization…We will have zero tolerance for any form of discrimination or reprisal. This standard is applicable to *every employee* at USDA and to *every action* taken at USDA…USDA employees will be held accountable for doing their part to ensure that all USDA applicants, customers, constituents, and stakeholders are provided equal access…"

Thomas J. Vilsack
Secretary

3

Concepts of Civil Rights

- Due Process-rights which are basic in a democratic society (right to be treated as an individual).
- Equal Protection-right to be treated as a similarly situated group.
- Congress' power to impose conditions on how federal funds will be used (spending clause of the Constitution).
- Congress can impose a higher standard of protection than the Equal Protection Clause.

Post World War II Civil Rights for Federal Programs and Activities

- Powell Amendment-Appropriations Bills (Congress' power to impose conditions on how Federal funds are used).
- Civil Rights Act of 1957 (first civil rights legislation passed in 80 years-post civil war)
- Civil Rights Act of 1964
- Title IX Education Amendments of 1972
- Rehabilitation Act of 1973
- Age Discrimination Act of 1975

Title VI of the Civil Rights Act of 1964

Section 601

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving **Federal financial assistance**.

6

Title VI – The Model

- For other statutes and regulations that prohibit discrimination in **federally assisted** and **federally conducted** programs and activities.
- One of the most highly debated provisions of the Civil Rights Act of 1964
- Other civil rights statutes followed:
  Title IX Education Amendments of 1972 (sex)
  Section 504 Rehabilitation Act 1973 (disability)
  Age Discrimination Act of 1975 (age)

APHIS' Responsibility for Ensuring Compliance by Recipients
Title 7 Code of Federal Regulations Part 15 Subpart A 15.5

- Each Agency shall to the fullest extent practicable seek the cooperation of recipients in obtaining compliance…
- In the event of non-compliance, the Agency shall seek to secure voluntary compliance by all appropriate means…

8

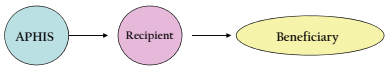
Are recipients of Federal Financial Assistance required to follow EO 13166?

- ❑ All programs are required to follow EO 13166
- ❑ Requires that agencies work to ensure recipients provide meaningful access to LEP applicants and beneficiaries
- ❑ Use 4-Factor Analysis

9

Concept of Federally Assisted Programs

- **Assisted** programs and activities are those that involve **Federal financial assistance** to a **recipient**, who in turn provides the benefit or service to the **beneficiary**.



10

Federal Financial Assistance

Any grant, entitlement, loan, **cooperative agreement**, **contract** (other than a procurement contract or a contract of insurance or guaranty), or any other **arrangement** by which an agency provides or otherwise makes available **assistance**.

11

Recipient

- Any State, political subdivision of any State, or instrumentality of any State or political subdivision, any public or private agency, institution, or organization, or other entity, or any individual, in any State, to whom Federal financial assistance is extended, directly or through another recipient, for any program, but the term does not include any ultimate beneficiary.

Beneficiary

- Person or groups of persons with an entitlement to receive or enjoy the benefits, services, resources, and information, or to participate in the activities or programs either conducted or assisted by USDA/APHIS.
- Ultimate beneficiaries (intended beneficiaries ultimately receiving the programs or services) are excluded by the regulations.

Disparate Treatment

- Treating some beneficiaries less favorably than other beneficiaries because of their race, color, national origin, etc.
- Also known as intentional discrimination.

  Examples:

  Direct denial of service.

  Failure to timely act on an application.

  Applying rules to some and not to others.

Disparate Impact

- Unjustified facially neutral practices that in theory apply equally to all beneficiaries but in fact fall more harshly on protected classes generally.
- Also known as effects discrimination.

  Examples:

  Location of facility.

  Serving all beneficiaries in English when primary language in service area may be different.

What Action Should be Taken If a Person Contacts APHIS to File a Complaint of Discrimination Against a Recipient

If an individual contacts you verbally provide them with the following contact information:

USDA Office of the Assistant Secretary for Civil Rights
1400 Independence Ave., SW
Washington, DC 20250-9410
1-866-632-9992 (Toll Free)
202-401-0216 (TDD)

If you received a written complaint, immediately fax that complaint to:

USDA/APHIS/CREC
Room 1133 South Bldg.
14th & Independence Ave. SW Washington, DC 20250
Fax Number: 202-720-2365

16

When in doubt contact CREC!

17

The Civil Rights policy statement of the Secretary is applicable to most APHIS employees.

True or False

18

Mary believes she was denied a permit based on her race and age when the county government (a recipient of federal financial assistance from APHIS) took almost 6 months to process her application. The timeframe for processing this type of application is usually 30 days. This is an example of disparate treatment.

True or False

19

The State agency receiving funding from APHIS decided to place a program office in the eastern part of the state. Persons must come to the office to pick up an application to apply for benefits. One group of persons live primarily in the western part of the state and would have to drive a long distance to pick up an application. This is an example of:

Disparate Treatment or Disparate Impact

20

Recipients of Federal financial assistance must operate in compliance with applicable civil rights laws and regulations.

True or False

21

APHIS details employees to assist the Texas State Government with disaster relief. The employees continue to be paid by APHIS. Their travel expenses are also paid by APHIS. Are those employees considered Federal financial assistance?

Yes or No

22

Ms. Jones applied for a permit to import blueberries from Argentina to the United States. The permit is issued thru a State Department of Agriculture office that receives federal financial assistance from APHIS. When her permit is denied, she contacts an employee at APHIS and alleges that she believes she is being discriminated against. The employee tells her that she needs to talk to the State office, because they issued the permit. After two weeks without a return call from the state office , Ms. Jones becomes infuriated, and files a discrimination complaint with USDA. What would have been the appropriate course of action for the APHIS employee to take?

a. Ask Ms. Jones to call back when a manager is available.
b. Provide Ms. Jones with the contact information for USDA's Office of the Assistant Secretary for Civil Rights.
c. The employee took the correct action.

23

Civil Rights for APHIS
Federally Assisted Programs
Three Key Points

- ***It's the law.***
- ***We, as APHIS employees, have civil rights responsibilities.***
- ***APHIS is responsible for ensuring recipients are in compliance.***

24

POINT OF CONTACT

If you have any questions regarding program discrimination complaint processing, please contact:

Steve Shelor
Assistant Director
Program Delivery, Outreach, and Compliance
USDA/APHIS/CREC
Voice: (202) 720-0010
Fax: (202) 720-2365
email: steve.shelor@aphis.usda.gov

Gwendolyn A. Smith
Outreach Team Leader
Voice: (301) 734-5584
Fax: (301) 734-3698
email:
gwendolyn.a.smith@aphis.usda.gov

Civil Rights Enforcement and Compliance (CREC)

Mission Statement

To provide leadership, direction, coordination, evaluation, and support to the Civil Rights efforts of the Animal and Plant Health Inspection Service; to implement and monitor our Agency's progress in achieving established policies and objectives; and to integrate Civil Rights into the APHIS management, evaluation and information systems and processes relative to nondiscrimination in Employment and Program Delivery.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Adjudication and Compliance, Room 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

PROGRAM DISCRIMINATION COMPLAINTS RECEIPT AND PROCESSING

APHIS CIVIL RIGHTS ENFORCEMENT AND COMPLIANCE

www.aphis.usda.gov/about_aphis/programs_offices/civil_rights/

FOR INTERNAL USE ONLY
JANUARY 2009

BACKGROUND

Program discrimination complaints are defined as those complaints filed by persons (non-employee), organizations or companies who, based on being a member of a protected class, allege discrimination in a program or activity by APHIS or its recipient (cooperator/ grantee).

USDA Departmental Regulations (DR) 4330-2 and 4330-3 provide that all program complaints of discrimination against USDA agencies and/or their recipients must be forwarded to USDA's Office of Adjudication and Compliance (OAC) within 5 days of their receipt by the agency. OAC will then determine whether the complaint will be formally accepted. If OAC formally accepts the complaint, it requires APHIS and/or its recipients to submit an Agency Position Statement (APS), outlining our review of the complaint. OAC will then review the APS, possibly conduct its own investigation, and issue a final decision stating whether discrimination occurred. Civil Rights Enforcement and Compliance (CREC) tracks these complaints for the APHIS Management Team, submits the APS, and works closely with OAC.

PURPOSE

Ensure that APHIS and its recipients are in compliance with DR 4330-2 and 4330-3. Complaints against APHIS/recipient personnel or programs alleging or inferring discrimination or unfair treatment in program delivery or activity must be forwarded to the OAC for processing.

INSTRUCTIONS

If a person indicates that he or she wishes to file a complaint, APHIS employees **must** advise him or her to contact OAC at the following address:

USDA, Director, Office of Adjudication and Compliance
1400 Independence Avenue, SW
Washington, DC 20250-9410
Telephone:
1 (866) 632-9992 (Toll free)
(202) 401-0216 (TDD)
(202) 720-8046 (FAX)

This information is also on USDA's "And Justice for All" poster (FORM AD-475A (Revised 3-98)) which instructs the public on how to file a program complaint in English and Spanish. All APHIS facilities must prominently display this poster.

If any APHIS employee receives a written complaint, that complaint should be forwarded to CREC for review. Please note that OAC is the office responsible for formally processing the complaint, so any inquiries or discussions regarding that complaint should be between the complainant and OAC, not APHIS personnel.

You must continue to provide the complainant with whatever program services he or she would normally be entitled to from our agency. After reviewing the complaint, CREC may request that you provide our office with a status report, so we recommend that you complete an incident report or record of the circumstances of the complaint as soon as possible after the complaint is made. Due to the wide geographic locations of our work sites, and the 5 day forwarding requirement, please immediately forward (fax preferred) any program discrimination complaints to:

USDA/APHIS/OA/CREC
Attn: Steve Shelor
Assistant Director
Room 1137 South Building
1400 Independence Avenue, S.W.
Washington, DC 20250-3436
Telephone Number: (202) 720-0010
Fax Number: (202) 720-2365

LEGAL AUTHORITY

Recipients

Title VI 1964 Civil Rights Act
"No person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."
42 U.S.C. § 2000d.

The United States Supreme Court in Lau v. Nichols (1974) stated that one type of national origin discrimination is discrimination based on a person's inability to speak, read, write, or understand English.

Recipients and Federal Government
Executive Order 13166

On August 16, 2000, this Order "Improving Access to Services for "Persons with Limited English Proficiency" was issued and directed federal agencies to:

* Publish guidance on how their recipients can provide access to LEP persons
*Improve the language accessibility of their own programs.
* Break down language barriers by implementing consistent standards of language assistance across federal agencies and amongst all recipients of federal financial assistance.

The Order covers all federal and federally assisted programs and activities.

For more information contact:

Steve Shelor
Assistant Director
USDA/APHIS/CREC
Voice: 202-720-0010
Fax: 202-720-2365
Email: steve.shelor@aphis.usda.gov

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Adjudication and Compliance, Room 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

http://www.aphis.usda.gov/about_aphis/programs_offices/civil_rights

Limited English Proficiency (LEP)

Thinking Outside the Box
in delivering services to all persons regardless of race, color, or national origin.

AFFIRMING LEP ACCESS & COMPLIANCE IN FEDERAL AND FEDERALLY ASSISTED PROGRAMS

APHIS

Animal and Plant Health Inspection Service
CIVIL RIGHTS ENFORCEMENT AND COMPLIANCE
JANUARY 2009
FOR INTERNAL USE ONLY

The federal government and those receiving assistance from the federal government must take reasonable steps to ensure that LEP persons have meaningful access to the programs, services, and information those entities provide. This will require agencies to think "outside the box" for creative solutions to address the needs of this ever-growing population of individuals, for whom English is not their primary language.

Who is a Limited English Proficient Person?

Persons who do not speak English as their primary language and who have a limited ability to read, speak, write or understand English. These individuals may be entitled to language assistance with respect to a particular type of service, benefit, or encounter.

Who Must Comply and Who Can be Found in Violation?

All federal agencies which conduct programs and activities must comply.

Recipients (cooperators/grantees) which receive federal financial assistance must comply.

These entities include, but are not limited to -
* State agencies
* Local agencies
* Private and nonprofit entities
* Sub recipients (entities that receive federal funding from one of the recipients listed above) also must comply.

OBLIGATIONS
FOUR-FACTOR ANALYSIS

Agencies and recipients of federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by LEP persons to important government services.

The starting point is an individualized assessment that balances the following four factors:

1. **The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee/recipient;**
2. **The frequency with which LEP individuals come in contact with the program;**
3. **The nature and importance of the program, activity, or service provided by the program to people's lives; and**
4. **The resources available to the grantee/recipient and costs.**

Elements which may be helpful in designing an LEP policy or plan:

* Identifying LEP persons who need language assistance.
* Identifying ways in which language assistance will be provided.
* Training staff.
* Providing notice to LEP persons.
* Monitoring and updating LEP policy.

Prior to an activity or program, agencies and recipients need to conduct this four factor analysis to determine whether LEP will be an issue.

Language Assistance Services –

*Oral interpretation services
*Bilingual staff
*Telephone interpreter lines
*Written language services
*Community volunteers

Additional information on LEP:
http://www.usdoj.gov/crt/cor/13166.htm

Visit the CREC Website: **www.aphis.usda.gov/about_aphis/programs_offices/civil_rights/**

INFORMATION SYSTEMS SECURITY

TAB 15

Information Technology (IT) Security Training

Danna Mingo
Information Technology Specialist
Information Security Branch

PURPOSE

The purpose of this presentation is to provide an overview of the Information Technology (IT) Security requirements for Cooperative Agreements.

Key requirement is to comply with the federal legislation and guidelines, specifically:

- Federal Information Security Management Act of 2002 (FISMA)
- Office of Management and Budget Circular A-130, *Management of Federal Information Resources*

2

FISMA Legislation

Overview

"Each Federal agency shall develop, document, and implement an agency-wide information security program to provide information security for the information and information systems that support the operations and assets of the agency, including those provided or managed by another agency, contractor, or other source…"

-- Federal Information Security Management Act of 2002

Note: One of the main FISMA requirement is Certification and Accreditation (C&A)

6/16/2011

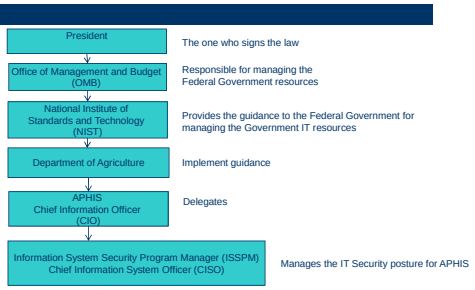
National Policy

Office of Management and Budget Circular A-130, *Management of Federal Information Resources* requires Federal agencies to:

- Plan for security
- Ensure that appropriate officials are assigned security responsibility
- Authorize system processing prior to operations and periodically, thereafter

6/16/2011

How FISMA Law was approved



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APHIS Information Security

- Goal: To protect APHIS information resources to an extent consistent with their value.
- Value includes not only the IT infrastructure but also the value of the data and of the service the system provides.

6/16/2011

Key Security Requirements

- Security Awareness Training and Rules of Behavior (ROB)
- APHIS 513 Form
- Privileged ROB
- Specialized Training
- Directive APHIS 3140.3
- Records Management
  - Scheduling of the systems and applications
  - Information Collections
- Certification and Accreditation

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The purpose of Certification and Accreditation

- Process that ensures that systems and applications adhere to formal and established requirements
- Every system and application that reside on US Government networks must go through a formal C&A before being put into production
- Every three years or when a major change has occurred
- C&A forces Federal agencies to put into production systems and applications that are secure

8

Introduction to Certification and Accreditation (C&A)

- C&A is a standardized assessment of security controls to determine and minimize the risk associated with operating an information system.
  - Certification refers to the documentation, review and assessment of an information system's security controls for establishing whether the control design or implementation meets appropriate security requirements.
  - Accreditation is the Authorizing Official's decision to authorize operation of an system, and to accept the risk to agency operations based on the implementation of an agreed upon set of security controls.
- The purpose of the C&A is to ensure that production Federal systems and applications are secure in accordance with the Federal guidelines.
  - Part of the overall agency Risk Management effort
  - Acceptance and management of risk
    - Risk to agency operations
    - Risk to agency assets
    - Risk to individuals that results from the operation of an information system
- All Federal information systems including networks must go through formal C&A before being put into production and every three years thereafter.

9

Legislative Background

Key legislative drivers

- FISMA and OMB Circular A-130
- FISMA mandated NIST to establish standardized C&A process

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C&A Benefits

- Disciplined and uniform approach to evaluating information security consistent with USDA policy
- Integration of security in USDA system life

USDA NIST SP 800-37 Modification	NIST 800-37, Rev. 1 Risk Management Framework	System Development Life Cycle
C&A Phase 1	Categorize	Initiation
	Select	Development/Acquisition
	Implement	Initiation/Development/Acquisition
C&A Phase 2	Assess	Initiation/Development/Acquisition
	Authorize	Implementation
Continuous Monitoring	Monitor	Operation/Maintenance/Disposal

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APHIS C&A Process

- APHIS follows USDA's process based on NIST guidance published in NIST Special Publication 800-37 Revision 1, Guide for Applying the Risk Management Framework (RMF) to Federal Information Systems.
- The NIST 800-37 RMF process consists of six distinct steps (Also see diagram next slide).
  1. **Categorize** the information system and the information processed, stored, and transmitted by that system based on an impact analysis – NIST 800-60
  2. **Select** an initial set of baseline security controls for the information system based on the security categorization – low, moderate or high
  3. **Implement** the security controls and document how the controls are implemented
  4. **Assess** the security controls using appropriate assessment procedures to determine the extent to which the controls are implemented correctly, operating as intended, and producing the desired outcome to meet the security requirements of the system
  5. **Authorize** information system based on the determination of the risk to organizational operations and assets, individuals, other organizations and the Nation resulting from the operation of the information system and the decision that the risk is acceptable.
  6. **Monitor** the security controls in the information system on an ongoing basis including assessing control effectiveness, documenting changes to the system or its environment of operation, conducting security impact analyses of the changes, and reporting the security state of the system to the designated organizational officials.
- Steps 1-4 are referred to as Certification, Step 5 is Accreditation, and Step 6 is Continuous Monitoring
- APHIS uses USDA's automated tool set called the Cyber Security Assessment and Management (CSAM) for its C&As
- Plan of Action and Milestones (POA&Ms) are created in CSAM to track the remediation of security weaknesses found as a result of C&A of any other assessment, review or audit

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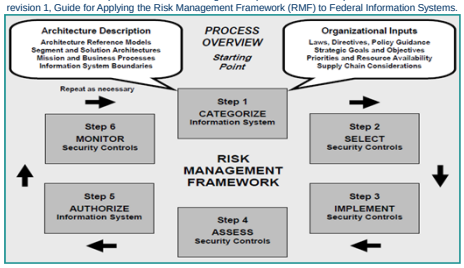
NIST Risk Management Framework

APHIS follows USDA's process based on NIST guidance published in NIST Special Publication 800-37 revision 1, Guide for Applying the Risk Management Framework (RMF) to Federal Information Systems.



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Accreditation Decisions

- Authorizing Official:
  - Makes a risk based decision to
    - Grant accreditation
    - Deny accreditation
  - Signs associated accreditation decision letter for accreditation package
- NIST 800-37 guidance requires that in the event AO changes, the new AO must formally accept the system related risks by issuing new authorization decision documents. If AO does not accept the risk, the AO must initiate a re-authorization action for continuing operation of the system.

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APHIS INTERNET USE AND SECURITY POLICY Directive APHIS 3140.3

The purpose of the policy is to ensure there is adequate protection to protect APHIS data and systems accessible via the Internet from intrusion, tampering, unauthorized modification, and service disruption.

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APHIS User Responsibility

(1) Comply with this Directive and other ISS policies.

(2) Be responsible for proper use of the Internet via APHIS systems.

(3) Remain alert to the high potential for threat from the Internet and the steps they must take to protect information resources from Internet-based attacks, including break-in, file tampering, and service disruptions. Internet related risks can be considerable since it consists of many worldwide, independent networks and operates without a central authority to regulate usage.

(4) Remember that the Internet is an uncontrolled environment and that information found there may be outdated, inaccurate, or even deliberately misleading. Internet information should be considered suspect until confirmed by another source.

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APHIS User Responsibility cont.

(5) Protect sensitive and proprietary information. Users must:

(a) Not send sensitive information over the Internet without appropriate confidentiality protection (e.g., encryption).

(b) Protect customer/cooperator proprietary information in accordance with the conditions under which it is provided.

(c) Obey all copyright laws. If copyrighted material is posted on an APHIS Internet site, a record of the copyright holder's permission to do so must be maintained.

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APHIS User Responsibility cont.

(6) Refrain from using Internet/WorldWide Web access for purposes that violate ethical standards. This includes harassment, accessing or sending sexually explicit material, racially or ethnically demeaning material, gambling, chain letters, for-profit activities, political activities, promotion or solicitation of activities prohibited by law, and so forth.

(7) Not attempt to break into any computer whether USDA, Federal, or private.

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APHIS User Responsibility cont.

(8) Not post information on the Internet that could embarrass APHIS.

(a) Information posted on APHIS websites must be cleared by supervisors.

(b) Posting information about APHIS or the Agency's activities should be a collaborative effort. Posting information that impacts other Program/Business Units or Agency activities shouldn't be done without prior consultation and coordination.

(c) Information made available on APHIS websites should be accurate, relevant, up-to-date, and professionally presented.

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APHIS User Responsibility cont.

(9) Be aware that they leave an electronic trail of Internet sites they visit.

(10) Logoff/logout of their Internet sessions whenever they leave their workstations for an extended period, including meetings, fire drills, and at the end of the day. (In a genuine emergency, users are not required to logoff/logout; protection of human life is paramount.)

(11) Report violations of this Directive to the ISSO, ISSM, or supervisor.

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Question and Answers

Protecting information assets and maintaining the availability, integrity, and confidentiality of USDA APHIS information technology systems and telecommunications resources are vital in meeting APHIS' program delivery requirements.

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Contact information

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APHIS AGREEMENTS SERVICE CENTER (ASC)
ANNUAL MEETING AGENDA
Wednesday, June 22, 2011

Eastern Daylight Time		
8:30	**OPENING REMARKS**	

INTERAGENCY TRANSACTIONS

8:30 – 9:30	**INTERAGENCY AGREEMENTS—FEDERAL INITIATIVE**	**Peter Moore** Wanda Simmons US Dept of the Treasury
9:30 – 9:45	**APHIS INTERAGENCY AGREEMENTS**	**Heather Trainum** Management Analyst, ASC
9:45 – 10:00	**BREAK**	
10:00 – 10:15	**TRAINING PROGRAM AND COURSES**	**Harvey Kincaid** Management Analyst, ASC

COOPERATIVE AGREEMENTS AND GRANTS (CONTINUED)

10:15 – 11:00	**NOTICE OF AWARD (NOA)** **INFORMATION SHARING** **FUNDING PERIOD OBLIGATIONS AND EXTENSIONS** **FUNDING/EFFECTIVE PERIOD, REVISIONS, AND TERMINATION**	**Anita Ridley** Manager, ASC
11:00 – 11:15	**APPLICATION FOR FEDERAL ASSISTANCE**	**Emily Brown** Management Analyst, ASC
11:15 – 11:30	**LOBBYING** **DRUG FREE WORKPLACE**	**Harvey Kincaid**
11:30 – 12:30	**LUNCH**	
12:30 – 1:00	**ACCOMPLISHMENT/PROGRESS REPORTS & MONITORING** **SITE VISITS/MONITORING**	**Vicky Irving** Management Analyst, ASC
1:00 – 1:15	**REQUESTS FOR PAYMENT, SF-270**	**Vicky Irving**
1:15 – 1:30	**FINANCIAL REPORT/MONITORING**	**Dawn Halvorson** Management Analyst, ASC
1:30 – 1:45	**CHANGES REQUIRING APPROVAL- BUDGET/PROGRAMMATIC**	**Eileen Berke**

1:45 – 2:00	**BREAK**	
2:00 – 2:15	**REVISIONS/EXTENSIONS TO AGREEMENTS**	**Anita Ridley**
2:15 – 2:30	**PROPERTY MANAGEMENT**	**Christina Klaus** Management Analyst, ASC
2:30 – 2:50	**CLOSEOUT OF THE AGREEMENT**	**Christina Klaus**
2:50 – 3:00	**RECORDS MANAGEMENT /RETENTION**	**Anita Ridley**
3:00 – 3:15	**AUDITS AND COMPLIANCE REVIEWS**	**Earnest Smith** RAB/FMD/MRPBS
3:15 – 3:45	**DEFINITIONS** **UPCOMING CHANGES** **FUNDING FOR AGREEMENTS**	**Anita Ridley**
3:45 – 4:00	**CLOSING REMARKS & EVALUATION FORM**	**Anita Ridley**

APHIS AGREEMENTS SERVICE CENTER (ASC)
ANNUAL MEETING
TABLE OF CONTENTS
Wednesday, June 22, 2011

INTERAGENCY AGREEMENTS—FEDERAL INITIATIVE (Tab 16) **Peter Moore**

- IAA Intragovernmental IPP

APHIS INTERAGENCY AGREEMENTS (Tab 17) **Heather Trainum**

- Completed APHIS-672
- Revision to Reflect Changes in Funding Level
- Funding Periods
- Overhead
- Billings & Payments – Timing

BREAK @ 9:45 – 15 MINUTES

<u>TRAINING</u> PROGRAM AND COURSES (Tab 18) **Harvey Kincaid**

- Approach (audio, module, webinar, video conference, etc.)
- Outside Sources/Certifications
- Other Recommended Courses:
  - ✓ Appropriation Law
  - ✓ Contracting—Introductory Course

NOTICE OF AWARD (NOA) (Tab 19) **Anita Ridley**

- SAMPLE NOA
  - ARTICLE 1 – Purpose
  - ARTICLE 2 – Authorities
  - ARTICLE 3 – Mutual Responsibilities,
    - ¶ 3.a, Work Plans and Continuing Resolutions
  - ARTICLE 4 – The Cooperator agrees to/that:
    - ¶ 4.a, Designation of Representative
  - ARTICLE 5 – APHIS agrees to/that:
    - ¶5.a, ADODR designation, including temporary delegations
- REVISION TO NOA

INFORMATION SHARING (Tab N/A) **Anita Ridley**

- Make it part of the work plan to clarify what is expected to be shared.
- Get LPA review when document in draft.

FUNDING PERIOD OBLIGATIONS AND EXTENSIONS (Tab 20) **Anita Ridley**

- Refer s to ARTICLE 18 of the NOA
- Funding Period
- Examples of Changes in Funding Period

FUNDING/EFFECTIVE PERIOD, REVISIONS, AND TERMINATION (N/A) **Anita Ridley**

- Refer to ARTICLE 22 of the NOA

- Sets period of time funds available for obligation by recipient
- Full year funding versus incremental funding
- Establishes cost-share ratio
- Establishes responsibility for cost overruns
- Addresses distribution of cost savings
- Timeframe for revisions
- Termination—cause versus convenience

APPLICATION FOR FEDERAL ASSISTANCE (Tab 21) **Emily Brown**

- Refer to Articles 4.f and 22 of NOA
- SF-424 & 424A
- Supplemental Form --Refer to Article 4.s
- Discuss Completion for Incremental Funding
- ***Exercise to evaluate accuracy of form***

LOBBYING (Tab 22) **Harvey Kincaid**

- Refer to Article 4.k of the NOA
- Overview
- Certification
- SF-LLL

DRUG FREE WORKPLACE (Tab 23) **Harvey Kincaid**

- Refer to Article 4.j of the NOA
- Requirements

LUNCH @ 11:30 – 1 HOUR

ACCOMPLISHMENT/PROGRESS REPORTS & MONITORING (Tab 24) **Vicky Irving**

- Refer to Article 4.d and 4,h of the NOA
- Accomplishment Report Requirements

SITE VISITS/MONITORING (Tab 25) **Vicky Irving**

- ADODR Overall Responsibility
- Region, Lab, Center, HQ Agreement Specialist (Administrative)

REQUESTS FOR PAYMENT, SF-270 (Tab 26) **Vicky Irving**

- Refer to Article 4.f, 4.g, and 4.h of the NOA
- Completion of the SF-270
- Sample SF-270, Request for Advance or Reimbursement (2)
- ***Exercise to evaluate accuracy of form***
- Sample SF-270 with Certification Statements
- Compare with SF-425
    - Obligations/Cost Share = Payments?
    - Collection of Overpayments vs Payments Due

FINANCIAL REPORT/MONITORING (Tab 27) **Dawn Halvorson**

- Refer to Articles 4.e, 4.g, and 4.h, and 22 of the NOA
- Relationship to Financial Plan and SF-424A, Section D
- Relationship to Work Plan Activities
- Review of SF-425, including Program Income and Indirect Costs
- ***Exercise to evaluate accuracy of form***
- Frequency of Reporting

- Timing of Reports
- Consequences of Late Reports
- Final SF-425 and Deobligations -- Refers to Article 5.e (close out of accounts)

CHANGES REQUIRING APPROVAL - BUDGET/PROGRAMMATIC (Tab 28) **Eileen Berke**

- Refer to Article 4.q of the NOA
- Changes Requiring Approval
- SPOC Notification (Change in scope)

BREAK @ 1:45 – 15 MINUTES

REVISIONS/EXTENSIONS TO AGREEMENTS (Tab N/A) **Anita Ridley**

- Revisions, including scope and changes in funding levels on CA/GR
- SPOC
- No-cost Extensions
- Increase in Duration

PROPERTY MANAGEMENT (Tab 29) **Christina Klaus**

- Equipment
- Supplies
- Refer to Articles:
    - 4.o, Inventory of Property Purchased by Cooperator
    - 4.p, Federal Loan of Property

CLOSEOUT OF THE AGREEMENT (Tab 30) **Christina Klaus**

- Overview
- Closeout Form
- Surplus Supplies purchased by Cooperator
- Equipment by ownership and transfers – Refer to Article 12
- Financial Closeout-- Refer to Article 4.t

RECORDS MANAGEMENT /RETENTION (Tab 30) **Anita Ridley**

- Record-keeping Requirements for Recipients

AUDITS AND COMPLIANCE REVIEWS (Tab 31) **Ernest Smith**
RAB/FMD/MRPBS

- Compliance Reviews
    - Process to Request
    - Frequent Findings
- A-133 Audits
    - Obtaining
    - Resolving
    - Impact on Future Awards

DEFINITIONS (Tab 31) **Anita Ridley**

- ACRONYM Glossary
- Glossary of Terms
-

UPCOMING CHANGES (Tab N/A) **Anita Ridley**

- NOA Terms and Conditions
- Forms

- De-obligations and Improper Payments

FUNDING SOURCE FOR AGREEMENTS (Tab N/A) **Anita Ridley**

- Congress
- National Invasive Species Council,
  Hilda Diaz-Soltero, USDA Senior Invasive Species Coordinator
- Grants.gov
- Program Management

EVALUATION FORM (Tab 31) **Anita Ridley**

TAB 16

InterAgency Agreement (IAA) & Internet Payment Platform (IPP) Intra-Gov Briefing

Department of Agriculture
APHIS Annual Agreements Meeting
Wednesday, June 22, 2011

Agenda

- InterAgency Agreement (IAA)
- Internet Payment Platform (IPP) Intra-Gov Module
- Intra-Gov Automated Buy/Sell Pilot
- Sign up for eMail Updates

2

InterAgency Agreement (IAA)

Wanda Simmons

3

Why was the IAA Developed?

The IAA is a Standard Template for doing reimbursable business between Federal Trading Partners with **standard data elements** to:

- Support FMLoB Reimbursaable Standard Business Processes
- Account for and reconciles intra-governmental (IG) transactions between Trading Partners
- Provide correct information for receipt and acceptance of authorized work

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Why was the IAA Developed (cont)?

The IAA is a Standard Template for doing reimbursable business between Federal Trading Partners with **standard data elements** to:

- Address the long-standing audit finding on the US Government's financial report (FR)
  - $26.2 Billion elimination entry between departments
    - DoD = 4.34 Billion
- Reduce future elimination entries between agencies

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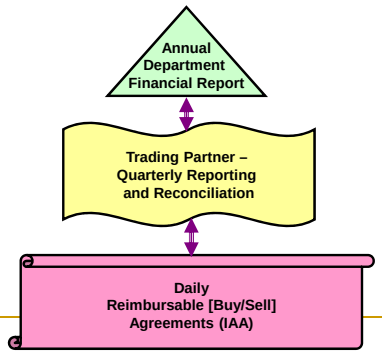
Reducing Elimination Entries Reconciliation Issues



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IAA History

- March 2009 – November 2010:
  - Developed Standard IAA
    - Tiger Team
      - Finance, Budget, Acquisition
      - GSA, GSA-FAS, DoD, Education, NSF, Health agencies, IC
    - Identified standard data elements using 9 different agency Interagency Templates including the OFPP June 2008 policy guidance for assisted acquisitions
    - Developed Standard IAA Form
      - 2 versions: Oct 2009 and July 2010
  - Introduced to Agencies
    - NSF piloted form starting in March 2010 V.1

7

IAA Implementation Guidance

In **November 2010**, FMS released the updated Intra-Gov Business Rules - IAA guidance, TFM Bulletin 2011-4

http://fms.treas.gov/tfm/vol1/11-04.html

8

History of IAA (cont)

- **December 2010 – February 2011:** IAA "Paper" Pilot
  - IAA Agency Pilots used the paper IAA form for actual reimbursable business transactions
  - Collected comments by each data element (IAA Block)
- **March 2011:** consolidated and analyzed pilot comments
- **April 2011 – Present (Version 3)**:
  - Updating standard IAA data elements
  - Developing data dictionary
  - Developing automated requirements
  - Working with OMB on updated policy

9

The IAA is:
One Form with Two Sections

- **General Terms and Conditions (GT&C) Section**
  - captures the partnership/relationship between the parties, identifying the:
    - agencies entering into the agreement
    - authority permitting the agreement, and
    - agreement action, period, and type

  Each IAA must include one GT&C and at least one Order
- **Order Requirements and Funding Information section** (Order) contains specific information about the:
  - Products/Services being exchanged
  - Bona fide need
  - Funding information – accounting data elements
  - Shipping information
  - Authorization & Points of contact for the Buyer and Seller

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The IAA Form:

- Is Flexible enough for all types of Government business
- Expands or Contracts depending on Trading Partner needs
  - Only complete sections that relate to your reimbursable business type

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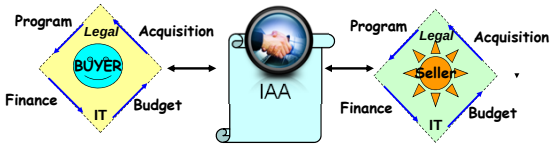
The Paradigm Shift

12

Communication is the Key
The IAA is the Tool



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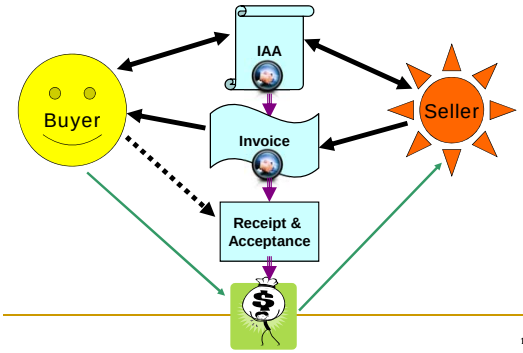
Managing Reimbursable Agreements Governmentwide



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Agency Reconciliation

- Currently, Agencies reconcile between trading partners.
  - Who's books are right?
- The Governmentwide Goal is for agencies to reconcile their Intra-Gov activities with data from an authoritative source
  - Intra-Gov Buy/Sell Portal

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Internet Payment Platform (IPP) Intra-Governmental Transaction Module Briefing

Peter Moore

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IPP Intra-Governmental Automation

- The Internet Payment Platform (IPP) is a U.S. Treasury program for processing electronic orders, invoices and payment information
- It is provided by U.S. Treasury at no charge to agencies
- IPP was originally set up to handle commercial transactions between agencies and suppliers
- It has been enhanced to support Intra-Governmental Buy/Sell transactions between agencies (IPP Intra-Gov)

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IPP Intra-Gov Project Goals

- Facilitate a standard business process for agencies to transact and reconcile buy/sell activity
- Implement a digital version of the new standard InterAgency Agreement (IAA)
- Improve Buy / Sell management

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IPP Intra-Gov Project Goals (cont.)

- Support the complete process flow from the IAA to settlement confirmation in one central location
- Provide visibility for both trading partners throughout the transaction lifecycle

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IPP Intra-Gov IAA Implementation Challenges

- The new standard IAA is in the process of being introduced to agencies today, and is being finalized
- There is no central digital system available to all agencies to implement the new standard business process
- Migration to a single standard across agency trading partners with multiple processes and systems is difficult

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IPP Intra-Gov Project Approach

- Leverage the current IPP commercial capabilities and best practices
- Leverage IPAC's intra-governmental transaction settlement capabilities
- Enhance and integrate the two platforms to allow IPP to serve as a frontend to IPAC and automate support for buy/sell transactions

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IPP Intra-Gov Project Approach (cont.)

- Support new standard IAA, initially via entry in IPP in Phase I, additionally via integration with agency systems in Phase II or III
- Proactive controls to ensure that only valid reference data values are used (BPN, TAS/BETC, etc.)
- Incorporate agency feedback on proposed changes
- Implement the new standard process and automated solutions government-wide

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Intra-Gov Buy/Sell Modernization Phases

Multi-phased roll out:

Phase I	May 2011
Phase II	December 2011
Phase III	tbd

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Intra-Gov Buy/Sell Modernization Phases

Phase I (May 2011):

IPP and IPAC integrated business process flow

- Trading Partner setup
- IAA order and invoice capability with full set of standard data elements
- Buyer or Seller may create / approve IAA GT&C online
- Buyer creates IAA Order from open GT&C
- Seller creates invoice from IAA Order
- Buyer approves or rejects the invoice
- Settlement requests sent directly from IPP to IPAC
- IPP receives and displays IPAC confirmation data
- Online GT&Cs, Orders and Invoices visible to both trading partners

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Intra-Gov Buy/Sell Modernization Phases

Phases II (Dec 2011) and III (date tbd):

Enhanced IPP and IPAC integrated business process flow

- IAA standard rules applied to GT&C and Order processing
- IG invoice workflow configuration
- IPAC request file records display and reporting
- Advance Payment functions
- File integration with agency Core Financial Systems
- Configurable invoice validation rules and transaction event notifications
- Reimbursable Transaction Accounting Reporting

Features will be assigned to releases based on Phase I feedback

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Intra-Gov Buy/Sell Transaction Flow

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Automated Intra-Gov Buy/Sell Pilot

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Intra-Gov Buy/Sell Pilot

- Pilot Benefits:
  - Supports entire Buy/Sell Process
  - Supports Receipt and Acceptance of goods/services
  - Flips Orders to Invoices to IPAC payment files
  - Allows agencies to provide feedback for requirements on:
    - IAA – Buy/Sell current Process
    - Reporting & Reconciliation

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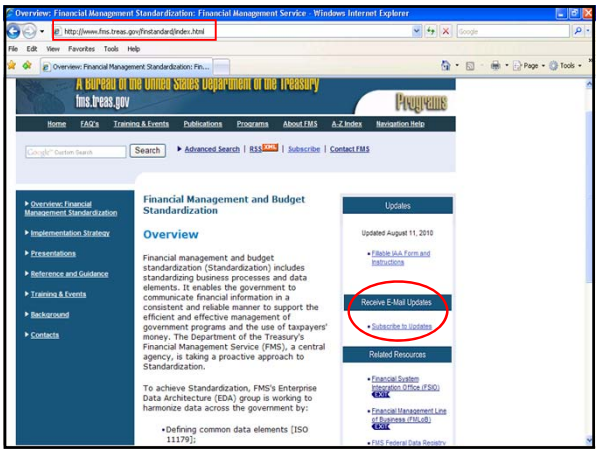
Intra-Gov Buy/Sell Pilot (cont)

- Be Proactive - Sign Up for the automated pilot
- FMS will help:
  - Develop an Implementation Plan
  - Work with you and your trading partners
  - Review and access feedback
    - Develop any related requirements

29

Sign Up for eMail Updates

30



Subscribe For IAA and Financial Management Standardization Information:

http://www.fms.treas.gov/finstandard/index.html

- Subscribe to email updates
  - Under Publications:

    Financial Management and Budget Standardization

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Contacts & Information

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  Treasury, Financial Management Service (FMS)
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  Boston Federal Reserve Bank
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  Treasury, Financial Management Service (FMS)
  pavita.murthi@fms.treas.gov (202) 874-3685
- Wanda Simmons, Treasury, FMS (202) 874-7932
  wanda.simmons@fms.treas.gov
- Robin Gilliam, CPA, PMP
  GWA Systems and Standards Integrator, Treasury, FMS
  robin.gilliam@fms.treas.gov (202) 874-9133
- IAA@fms.treas.gov for email questions

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TAB 17

U.S. Department of Agriculture Animal and Plant Health Inspection Service	REIMBURSEMENT OR ADVANCE OF FUNDS AGREEMENT

1. Fiscal Year	2. Estimated Amount	3. Agency Billing Indicator	4. Trans Code	5. Action Code
2011	$2,214,396.60	1	2	1

6. Services to be Performed *(Give a brief explanation and basis for determing cost of services. Attach additional sheets if needed or use the APHIS 672A)*

Annual Pesticide Maintenance Fees for APHIS Registrations. (Fee Tables Attached)(Includes GSA's 5% Fee $19,878.10).Note: Once the period of performance (10/01/10 to 09/30/11) has expired, if an unobligated balance remains, APHIS will issue a deobligation letter within 30 days. The letter will state our intent to deobligate any remaining unobligated balance on this agreement.

7. List References to Coorespondence

Work and financial plan. Econ. Act, as amended (31 USC1535)

8. Duration of Agreement		9. Method of Payment	
Effecitve Date (From)	Effecitve Date (To)	Reimbursment (Billing Frequency)	Advance of Funds (Type of Account)
10/01/2010	09/30/2011	5	0

10. Financing (Requesting Agency)

Agreement Number	34-WT-11-XXXX-1200-IA	Miscellaneous Obligation (MO) Number	11-XXXX-1200
Name	USDA, APHIS	Common Agreement (CAN) Number *(If applicable)*	N/A
Ist line Address	4700 River Road, Unit 55	Agency Locator Code	12-40-3400
		Data Universal Number System (DUNS)	929332450
2nd line Address		Technical Contact	John Doe
		Phone (Including Area Code)	301-734-5555
City: Riverdale	State: MD	Zip Code: 20737	
		Budget Contact	Christie Evans
		Phone (Including Area Code)	301-734-4278

Agency Code	Fund Code	Accounting Station	Accounting Classification	Treasury Symbol	DRN MO	Object Class	Amount
34	WT	0079	175 XXXX XXX	12X1600	11XXXX1200 #001	2510	2,214,396.60

11. Financing (Performing Agency)

Agreement Number		Miscellaneous Obligation (MO) Number	
Name	GSA, Federal Acquisition Service	Common Agreement (CAN) Number *(If applicable)*	
Ist line Address	301 7 th Street, SW	Agency Locator Code	47-00-0017
		Data Universal Number System (DUNS)	
2nd line Address	Suite 6100	Technical Contact	
		Phone (Including Area Code)	
City: Washington	State: DC	Zip Code: 20407	
		Budget Contact	
		Phone (Including Area Code)	

Agency Code	Fund Code	Accounting Station	Accounting Classification	Treasury Symbol	DRN MO	Object Class	Amount
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12. Requesting Agency Approval		13. Performing Agency Approval	
Signature	Date	Signature	Date
Title: Laura MacKenzie, Director, Financial Management Division		Title	
Agreement Contact: Heather Trainum	Phone (Including Area Code): 301-734-6108	Agreement Contact: Jane Doe	Phone (Including Area Code): 202-555-1212
Email Address: Heather.R.Trainum@aphis.usda.gov		Email Address: Jane.Doe@gsa.gov	

BY APPROVING THIS AGREEMENT ALL TERMS AND CONDITIONS WILL REMAIN IN EFFECT FOR THE DURATION OF THIS AGREEMENT OR UNTIL AMENDED

U.S. Department of Agriculture Animal and Plant Health Inspection Service	REIMBURSEMENT OR ADVANCE OF FUNDS AGREEMENT

1. Fiscal Year	2. Estimated Amount	3. Agency Billing Indicator	4. Trans Code	5. Action Code
2011	$2,631,836.70	1	2	2

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Annual Pesticide Maintenance Fees for APHIS Registrations. (Fee Tables Attached)
(Includes GSA's 5% Fee $19,878.10)
AMEND#2 TO INCREASE PREVIOUS AMOUNT OF $2,214,396.60 BY AN ADDITIONAL $417,440.10 FOR A NEW GRAND TOTAL OF $2,631,836.70

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INSTRUCTIONS FOR FORM APHIS - 672 (MAY 2008)

1. FISCAL YEAR - Enter 4 positions, e.g., 2008

2. ESTIMATED AMOUNT - Enter up to $999,999,999.99

3. AGENCY BILLING INDICATOR -
1-Requesting Agency is an agency serviced by NFC's MISC System (i.e., IPAC)
2-Requesting Agency is a Government Agency, Bill SF - 1080

4. TRANSACTION CODE - Enter 0, 1, or 2
0 - Revenue - Government
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8. **DURATION OF AGREEMENT**
Effective Dates - Enter month, day, year.
Continuing Through - Enter month, day, year.

9. **METHOD OF PAYMENT** -

Reimbursement (Billing Frequency)
0 - Immediately
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2 - Quarterly
3 - Semi-annually
4 - Upon completion of work
5 - Upon demand

Advance of Funds (Type of Account)
0 - Transfer of Appropriation Account
1 - Consolidated Working Fund

10. **FINANCING (REQUESTING AGENCY) -** Information is required as follows:

AGREEMENT NUMBER - Enter Requesting Agency's Agreement Number
Name and Address of Requesting Agency - location agreement is mailed for signature
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Fund Code - Enter 2-digit NFC assigned fund code.
Accounting Station - Enter NFC assigned accounting station code.
Accounting Classificaiton Code - Enter accounting classification code of requesting agency.
Treasury Symbol - Enter Treasury assigned treasury symbol.
Document Referencing Number (DRN) MO - Enter if more than one line of accounting (i.e., 0810010123#001, 0810010123#002, etc.).
Object Class - Self explanantory.
Amount - Enter the estimated amount charged to each accounting

11. **FINANCING (PERFORMING AGENCY)** - Same items as Block 10.

12. **REQUESTING AGENCY APPROVAL -** Person that has been delegated signature authority (APHIS - if uncertain check withAgreementsServicesCenterprior to signing)

PERFORMING AGENCY APPROVAL - Same as Block 12.

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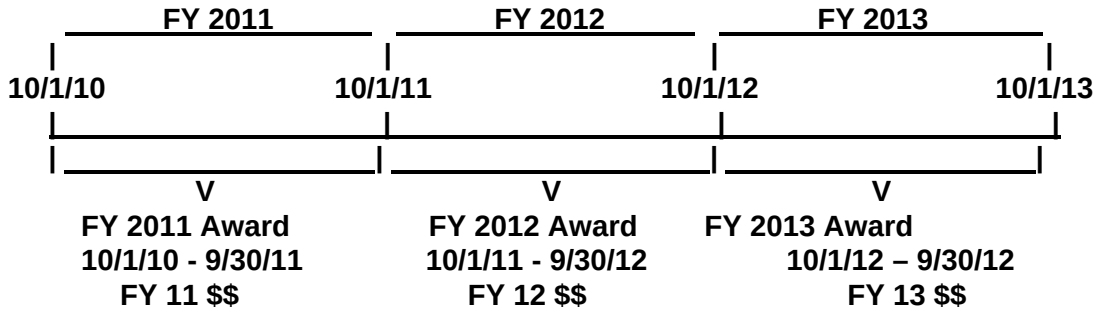
PERFORMING AGENCY APPROVAL - Same as Block 12.

EXAMPLES OF FUNDING PERIOD CHANGES
USING SINGLE-YEAR FUNDS
UNDER INTERAGENCY AGREEMENTS

The time period to obligate annual funds under interagency agreements runs concurrent with the fiscal year.



Issue No. 1: **The requesting agency, APHIS, provides annual funding to the performing agency in FY 2011 where the work will be conducted in-house during the entire fiscal year. The performing agency notifies the requesting agency during the last quarter of the fiscal year that they will not be able to finish the work by the end of fiscal year and wants to know if they can get an extension of time into fiscal year 2012 to complete the work.**

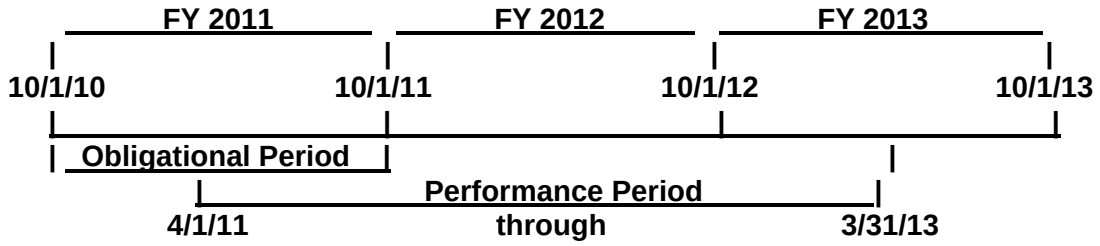
Solution 1: **Since the work is being done in-house, the obligations are incurred as the work is being done, e.g., salaries, benefits, purchases, travel costs, etc. APHIS enters into interagency agreements under the Economy Act which states that the performing agency must obligate funds in the same period of availability as Congress provided the funds to APHIS. Therefore, APHIS cannot grant an extension, and APHIS must immediately retrieve through a revision to the agreement any projected under utilized funds so that they can be redirected as needed. APHIS will also have to come up with FY 2012 to finish the project.**

Issue No. 2: **APHIS, as requesting agency, provides 2011 annual funds to another agency to piggyback on one of their existing contracts for x-ray equipment. Funds will be obligated by the performing agency under their contract during FY 2011, but the performance/delivery of the equipment which is being produced as a prototype for testing will be under production for a 2 year period to be delivered in late FY 2013. Is this transfer a proper use of annual funds.**

Solution: **The performance period in this scenario can cross fiscal year lines as the funds are obligated on the books of the performing agency during the fiscal year in which the funds were appropriated to APHIS. This scenario is the**

same as though APHIS awarded the contract directly where performance can cross over into succeeding fiscal years.

If during subsequent fiscal years, additional funding is needed to complete the project, the then current fiscal year funds would be used to increase the amount on the performing agency/s contract.



APPLICABLE PROVISION OF THE ECONOMY ACT, 31 USC 1535:

(d) An order placed or agreement made under this section obligates an appropriation of the ordering agency or unit. The amount obligated is deobligated to the extent that the agency or unit filling the order has not incurred obligations, before the end of the period of availability of the appropriation, in—

(1) providing goods or services; or
(2) making an authorized contract with another person to provide the requested goods or services.

The Economy Act

---DISCLAIMER---

31 U.S.C. 1535. Agency agreements

(a) The head of an agency or major organizational unit within an agency may place an order with a major organizational unit within the same agency or another agency for goods or services if--
(1) amounts are available;
(2) the head of the ordering agency or unit decides the order is in the best interest of the United States Government;
(3) the agency or unit to fill the order is able to provide or get by contract the ordered goods or services; and
(4) the head of the agency decides ordered goods or services cannot be provided by contract as conveniently or cheaply by a commercial enterprise.
(b) Payment shall be made promptly by check on the written request of the agency or unit filling the order. Payment may be in advance or on providing the goods or services ordered and shall be for any part of the estimated or actual cost as determined by the agency or unit filling the order. A bill submitted or a request for payment is not subject to audit or certification in advance of payment. Proper adjustment of amounts paid in advance shall be made as agreed to by the heads of the agencies or units on the basis of the actual cost of goods or services provided.
(c) A condition or limitation applicable to amounts for procurement of an agency or unit placing an order or making a contract under this section applies to the placing of the order or the making of the contract.

(e) This section does not--
(1) authorize orders to be placed for goods or services to be provided by convict labor; or
(2) affect other laws about working funds.

U.S. Department of Agriculture Animal and Plant Health Inspection Service	REIMBURSEMENT OR ADVANCE OF FUNDS AGREEMENT

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INSTRUCTIONS FOR FORM APHIS - 672 (MAY 2008)

1. FISCAL YEAR - Enter 4 positions, e.g., 2008

2. ESTIMATED AMOUNT - Enter up to $999,999,999.99

3. AGENCY BILLING INDICATOR -
1-Requesting Agency is an agency serviced by NFC's MISC System (i.e., IPAC)
2-Requesting Agency is a Government Agency, Bill SF - 1080

4. TRANSACTION CODE - Enter 0, 1, or 2
0 - Revenue - Government
1 - Refund - Government
2 - Reimbursement - Government

5. **ACTION CODE** - Enter 1, 2, or 3
1 - Add New Agreement
2 - Change Existing Agreement
3 - Cancel Existing Agreement in its entirety

6. **SERVICES TO BE PERFORMED** - Enter a brief description of work; reference attached statement of work if applicable

7. **LIST REFERENCES FOR CORRESPONDENCE** - Enter reference data that the Requesting Agency requires e.g., for Correspondence, Billing, Authority for Project and Agreement (i.e., Economy Act).

8. **DURATION OF AGREEMENT**
Effective Dates - Enter month, day, year.
Continuing Through - Enter month, day, year.

9. **METHOD OF PAYMENT** -

Reimbursement (Billing Frequency)
0 - Immediately
1 - Monthly
2 - Quarterly
3 - Semi-annually
4 - Upon completion of work
5 - Upon demand

Advance of Funds (Type of Account)
0 - Transfer of Appropriation Account
1 - Consolidated Working Fund

10. **FINANCING (REQUESTING AGENCY) -** Information is required as follows:

AGREEMENT NUMBER - Enter Requesting Agency's Agreement Number
Name and Address of Requesting Agency - location agreement is mailed for signature
Miscellaneous Obligation Number (MO)
Common Agreement Number (CAN) if applicable - as assigned by theNationalFinanceCenterfor USDA agencies only
Agency Locator Code
Data Universal Numbering System (DUNS) - If required by either agency
Technical Contact and Phone Number - Person responsible for program-related issues.
Budget Contact and Phone Number - Person responsible for financial tracking of data for the specific program.
Agency Code - Enter 2-digit NFC assigned agency code.
Fund Code - Enter 2-digit NFC assigned fund code.
Accounting Station - Enter NFC assigned accounting station code.
Accounting Classificaiton Code - Enter accounting classification code of requesting agency.
Treasury Symbol - Enter Treasury assigned treasury symbol.
Document Referencing Number (DRN) MO - Enter if more than one line of accounting (i.e., 0810010123#001, 0810010123#002, etc.).
Object Class - Self explanantory.
Amount - Enter the estimated amount charged to each accounting

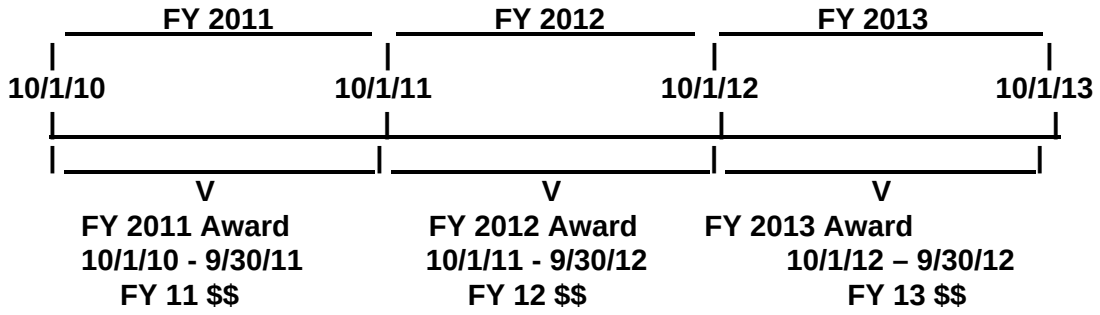
11. **FINANCING (PERFORMING AGENCY)** - Same items as Block 10.

12. **REQUESTING AGENCY APPROVAL -** Person that has been delegated signature authority (APHIS - if uncertain check withAgreementsServicesCenterprior to signing)

PERFORMING AGENCY APPROVAL - Same as Block 12.

EXAMPLES OF FUNDING PERIOD CHANGES
USING SINGLE-YEAR FUNDS
UNDER INTERAGENCY AGREEMENTS

The time period to obligate annual funds under interagency agreements runs concurrent with the fiscal year.



Issue No. 1: **The requesting agency, APHIS, provides annual funding to the performing agency in FY 2011 where the work will be conducted in-house during the entire fiscal year. The performing agency notifies the requesting agency during the last quarter of the fiscal year that they will not be able to finish the work by the end of fiscal year and wants to know if they can get an extension of time into fiscal year 2012 to complete the work.**

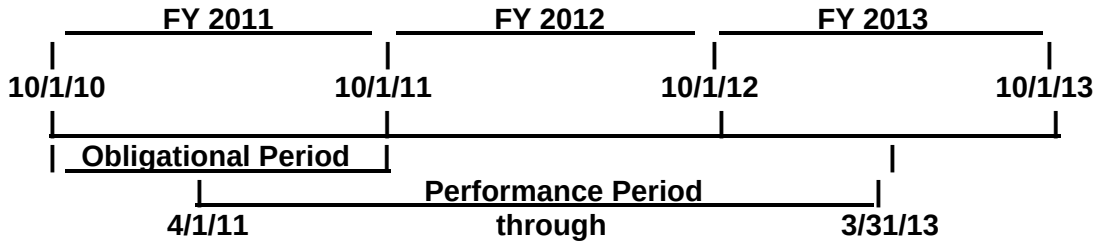
Solution 1: **Since the work is being done in-house, the obligations are incurred as the work is being done, e.g., salaries, benefits, purchases, travel costs, etc. APHIS enters into interagency agreements under the Economy Act which states that the performing agency must obligate funds in the same period of availability as Congress provided the funds to APHIS. Therefore, APHIS cannot grant an extension, and APHIS must immediately retrieve through a revision to the agreement any projected under utilized funds so that they can be redirected as needed. APHIS will also have to come up with FY 2012 to finish the project.**

Issue No. 2: **APHIS, as requesting agency, provides 2011 annual funds to another agency to piggyback on one of their existing contracts for x-ray equipment. Funds will be obligated by the performing agency under their contract during FY 2011, but the performance/delivery of the equipment which is being produced as a prototype for testing will be under production for a 2 year period to be delivered in late FY 2013. Is this transfer a proper use of annual funds.**

Solution: **The performance period in this scenario can cross fiscal year lines as the funds are obligated on the books of the performing agency during the fiscal year in which the funds were appropriated to APHIS. This scenario is the**

same as though APHIS awarded the contract directly where performance can cross over into succeeding fiscal years.

If during subsequent fiscal years, additional funding is needed to complete the project, the then current fiscal year funds would be used to increase the amount on the performing agency/s contract.



APPLICABLE PROVISION OF THE ECONOMY ACT, 31 USC 1535:

(d) An order placed or agreement made under this section obligates an appropriation of the ordering agency or unit. The amount obligated is deobligated to the extent that the agency or unit filling the order has not incurred obligations, before the end of the period of availability of the appropriation, in—

(1) providing goods or services; or
(2) making an authorized contract with another person to provide the requested goods or services.

The Economy Act

---DISCLAIMER---

31 U.S.C. 1535. Agency agreements

(a) The head of an agency or major organizational unit within an agency may place an order with a major organizational unit within the same agency or another agency for goods or services if--
(1) amounts are available;
(2) the head of the ordering agency or unit decides the order is in the best interest of the United States Government;
(3) the agency or unit to fill the order is able to provide or get by contract the ordered goods or services; and
(4) the head of the agency decides ordered goods or services cannot be provided by contract as conveniently or cheaply by a commercial enterprise.
(b) Payment shall be made promptly by check on the written request of the agency or unit filling the order. Payment may be in advance or on providing the goods or services ordered and shall be for any part of the estimated or actual cost as determined by the agency or unit filling the order. A bill submitted or a request for payment is not subject to audit or certification in advance of payment. Proper adjustment of amounts paid in advance shall be made as agreed to by the heads of the agencies or units on the basis of the actual cost of goods or services provided.
(c) A condition or limitation applicable to amounts for procurement of an agency or unit placing an order or making a contract under this section applies to the placing of the order or the making of the contract.

(e) This section does not--
(1) authorize orders to be placed for goods or services to be provided by convict labor; or
(2) affect other laws about working funds.

APHIS OVERHEAD WHEN APHIS IS PERFORMING AGENCY

- Overhead is also referred to as indirect or administrative costs.
- APHIS' indirect cost (overhead) The overhead rate is broken into two components:
  - the Agency Support portion
  - the Unit Support portion.
- Two methods for calculation:

Percent of Gross Method (13.9 %):

Agency (MRPBS) support	5.15 percent (.0515)
Program support	8.75 percent (.0875)
Total overhead	13.90 percent (.139)

Example:

If the total amount of the agreement is to be $100,000, the Agency overhead is computed as follows:

$100,000 x .0515 =	$ 5,150
$100,000 x .0872 =	8,750
Total overhead =	$13,900

Therefore, the amount available for direct costs is computed as follows:

Agreement Total	$100,000
Less: Agency Overhead	- 5,150
Unit Overhead	- 8,750
Total Direct Costs	$ 86,100

Percent of Net Method B (16.15 percent):

Agency (MRPBS) support	5.98 percent (.0598)
Program support	10.17 percent (.1017)
Total overhead	16.15 percent (.1615)

Example:

If only the direct costs (net) of the agreement totaling $86,100 are known, add overhead to that figure using the following computations.

$86,100 x .0598 =	$ 5,149
$86,100 x .1017 =	8,756

Total overhead =	$13,905

Therefore, the total amount of the agreement is computed as follows:

Total direct costs	$ 86,100
Plus: Agency overhead	5,149
Unit overhead	8,756
Agreement total	$100,005

- MRPBS overhead can be waived only by :
  - the APHIS Administrator or designee, in writing, of the Administrator and
  - the MRP CFO.
- The program portion can be waived only by:
  - the Program Deputy Administrator or
  - a position delegated by the Program Deputy Administrator, in writing.
- Overhead is to be deposited into the appropriate overhead account as stated in the APHIS Budget and Accounting Manual.

- Failure to assess overhead when arriving at total budget for the agreement can result in deficits for the agreement and corresponding account(s).
- Care should be taken to ensure overhead assessments unless waivers are obtained, in advance.
- Submit requests for waiver to the Agreements Services Center.
- APHIS operates on a full cost recovery basis, including overhead.

TAB 18

Training Program and Courses

APHIS Training

In development, but it will include some combination of audio, webinar, video teleconference and in-person.

Outside Sources (2 Options among many)

Graduate School (USDA)

600 Maryland Avenue, S.W.

Washington, D.C. 20024-2520

(888) 744 – 4723

www.graduateschool.edu

Management Concepts, Inc. (MCI)

8230 Leesburg Pike

Tysons Corner, VA 22182

(888) 545 – 8571

www.managementconcepts.com

Key words: Grants Management, Grant Administration, Government Contracting/ Procurement/ Acquisition, Recipient Track, Federal Track, Contracting Officer's Technical Representative (COTR), Federal Acquisition Regulation (FAR), Appropriations Law, Contracting- Introductory Courses

TAB 19

PREAMBLE

This exhibit provides an example of a finalized cooperative agreement. The terms and conditions of cooperative agreements, as well as grants, are subject to updates each year based on new Federal and Departmental Regulations. Further, the terms and conditions in this agreement pertain to a specific type of cooperator, a state government, and specific situations relating to an appropriation by Congress. Therefore, this document is not to be used to generate a new agreement as it is customized for a type of cooperator and funding situation, and the language is current only as of the date reflected at the bottom of this page.

The APHIS, Marketing and Regulatory Programs Business Services, Financial Management Division, Financial Services Branch, Agreements Services Center (ASC) is the APHIS staff responsible for developing and updating Agency policy relating to agreements. This staff issues annual guidance relative to any required updates in the language in the Notice of Award. This information is provided by the ASC to the agreements staff for each APHIS delegated awarding official. The agreements staff will prepare the Notice of Award for each agreement based on input from the Authorized Departmental Officer (ADO), the Authorized Departmental Officer's Designated Representative (ADODR), and the content of the Work Plan or Project Proposal and Financial Plan.

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NOTICE OF **COOPERATIVE AGREEMENT** AWARD
BETWEEN THE
NEW YORK DEPARTMENT OF AGRICULTURE (COOPERATOR)
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
VETERINARY SERVICES

ARTICLE 1 - PURPOSE

The purpose of this **Agreement** is to provide Federal financial assistance to conduct surveillance activities that will provide specific information to the Cooperator, APHIS, and other interested parties for low-pathogenic avian influenza (LPAI).

ARTICLE 2 - AUTHORITIES

Under the Animal Health Protection Act (AHPA), as amended, (7 USC §§ 8301 et. seq.), the Secretary of Agriculture is authorized to issue regulations and orders and to carry out operations and measures to prevent, detect, control, and eradicate diseases and pests of livestock and to cooperate with other Federal agencies, States or political subdivisions of States, national governments of foreign countries, local governments of foreign countries, domestic or international organizations, domestic or international associations, Indian tribes and other persons to carry out the purposes of the AHPA.

ARTICLE 3 – MUTUAL UNDERSTANDINGS AND RESPONSIBILITIES

The cooperating parties agree to/that:

a. A mutually satisfactory annual **Work Plan** and **Financial Plan** developed by the **Cooperator** and APHIS are incorporated into this **Agreement** by reference. If APHIS initially awards a reduced level of funding during a Continuing Resolution (CR), there will be a corresponding decrease in the projected accomplishments for the funding period. Upon extension of the CR or passage of an appropriation by Congress, revisions will be executed to increase the federal share, based on available funds, not to exceed the level reflected in the annual Financial Plan.

b. The provisions of this **Agreement** will not replace functions that are being conducted by the **Cooperator** but will supplement those activities and increase program benefits to all parties.

c. The employee(s) responsible for this work will be under the general program direction of the **Cooperator and APHIS**. Supervision of personnel will be provided by their employing organization, and they will be subject to their employing organizations rules and regulations.

ARTICLE 4 – **COOPERATOR** RESPONSIBILITIES

The **Cooperator** understands and agrees to/that:

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a. Designate in writing to APHIS the **Cooperator's** authorized representative who shall be responsible for collaboratively administering the activities conducted under this **Agreement.**

b. Furnish personnel, as required, to accomplish the activities outlined in the **Work Plan and Financial Plan.**

c. Provide funds as partial payment of expenditures incurred in carrying out the terms of this **Agreement** in accordance with the **Work Plan and Financial Plan.**

d. The Cooperator's representative designated as required in Article 4.a shall certify and submit to APHIS' authorized representative properly certified **quarterly** accomplishment reports on activities outlined in the Work Plan and Financial Plan. The reports will be used by APHIS to verify compliance with provisions of this Agreement. Interim quarterly reports are due **no later than 30 days** after the end of each quarter and the final report is due **no later than 90 days** after the **Agreement** expires or terminates. For a program starting more than 45 days into a quarter, the first report will be due at the end of the next quarter. Any requests for an extension of time to submit the reports must be justified and made in writing to APHIS' authorized representative before expiration of the initial 30 or 90 day period allowed for submitting the report. Extensions of time to submit the reports are subject to the discretion of APHIS' authorized representative and, if allowed, shall be provided by the authorized representative in writing. When an agreement includes multiple projects covered by multiple Work Plans and Financial Plans, each project must be reported separately.

e. Submit to APHIS' designated representative properly certified **quarterly** Federal Financial Reports (FFR), SF-425, **no later than 30 days** after the end of each quarter and a final FFR **no later than 90 days** after the **Agreement** expires or terminates. For a program starting more than 45 days into a quarter, the first report will be due at the end of the next quarter. Any requests for an extension of time to submit the FFR must be justified and made in writing to APHIS' authorized representative before expiration of the initial 30 or 90 day period allowed for submitting the report. Extensions of time to submit the FFR are subject to the discretion of APHIS' authorized representative and, if allowed, shall be provided by the authorized representative in writing. When an agreement includes multiple projects covered by multiple Work Plans and Financial Plans, each project must be reported on a separate FFR. **Further, all federal funds reflected as unobligated on the final FFR will no longer be available for obligation by the Cooperator**.

f. Treat any program income derived under this **Agreement** using the Deduction Alternative in accordance with the provisions of 7 CFR 3016.25(g)(1) which provides for a decrease in the financial contributions of each cooperating party to this project.

g. Submit to APHIS a properly certified Request for Advance or Reimbursement, SF-270, when requesting payment for expenditures. A payment request may be submitted quarterly or more frequently; however, advance of funds will be made by APHIS in increments as indicated under 11.j of the SF-270 to cover monthly disbursement needs.

h. APHIS may withhold payments called for in Article 5.b under the conditions outlined in 7 CFR 3016.21(g), including failure to comply with project objectives, the terms and conditions of the award, and Federal reporting requirements; if the Cooperator or a sub-recipient is delinquent on debt to the United States, or such other conditions outlined in the cited regulations.

i. Comply with 2 CFR 417, Subpart C to ensure that any subrecipients that carry out the provisions of this **Agreement** are not debarred or suspended. Subrecipients are required to disclose if they, or any of their principals, are presently excluded or disqualified.

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j. Comply with and enforce the requirements for a drug-free workplace as mandated in 7 CFR 3021, "Governmentwide Requirements for Drug-Free Workplace".

k. Comply with and enforce the requirements in 7 CFR 3018.110 (d) (1) and (2) for completion of the Certification Regarding Lobbying and the SF-LLL, Disclosure of Lobbying Activities. Such certifications and disclosures apply to the Cooperator and any subgrants and subcontracts exceeding $100,000.

l. When connected to the USDA, APHIS network, comply with the security guidelines as outlined in the USDA Cyber Security Manual Series 3500; including USDA Departmental Manual (DM) 3515, "Privacy Requirements", and USDA DM 3525, "USDA Internet Use and E-Mail Security". The **Cooperator** will not download any material (i.e., pictures, movies, or music files) bearing a copyright nor access any material defined as inappropriate in these regulations and directives. The Cooperator agrees that any of its personnel that are given access to the APHIS network, any systems on the APHIS network, or any personnel using APHIS owned computer equipment will take any APHIS required security and privacy training.

m. Work with the appropriate APHIS Program Unit's Information Systems Security Manager to ensure compliance with National Institute of Standards and Technology (NIST) system requirements and APHIS' Certification and Accreditation (C&A) standards. Specifically, the **Cooperator** will comply with NIST SP 800 – 37, "Guide for the Security Certification and Accreditation of Federal Information Systems"; NIST SP 800 – 53, "Recommended Security Controls for Federal Information Systems"; APHIS C&A Manual including APHIS C&A Templates; and any other relevant NIST and APHIS guides. Refer to the NIST website at http://csrc.nist.gov/publications/nistpubs/index.html to obtain copies of the NIST C&A publications.

n. When transmit frequency determining devices (transmitters) are owned by the Federal Government, the Federal Government will have responsibility for frequency support (frequency authorizations for fixed locations). If **Cooperator**-owned devices are provided, it will be the **Cooperator's** responsibility to obtain frequency support by application to the Federal Communications Commission for use of government frequencies, or to obtain non government frequencies. All radio equipment will be maintained to original factory technical specifications. Mobile radio equipment removed from service will be kept at a central location with notification made to the designated Federal official. Notification of any changes, relocation, or removal of base stations or repeater stations in the system will be made to the APHIS Radio Communications Manager at Lakewood, Colorado, who will be available for technical guidance and, if needed, make periodic trips to monitor the system.

o. Maintain an inventory control system of property purchased by the **Cooperator** in whole or in part with Federal funds as required in the Section entitled "Equipment" of 7 CFR 3016.32. Cooperators shall conduct a physical inventory at least every two years and make available, as requested, the required records for review by APHIS. A copy of the reconciled final inventory report will be provided to APHIS as stated in Article 10 of this Agreement.

p. Provide an annual inventory report of any Federally-owned or Federally-leased equipment on loan to the Cooperator to include a description, manufacturer model and serial number, acquisition date and cost. A disposition request shall be made to APHIS when the property is no longer needed.

q. When the Federal share of total project costs as reflected in the **Financial Plan** is over $100,000 and a cumulative transfer among direct cost categories is in excess of ten percent of the current approved total budget, the **Cooperator** will request written prior approval for the budget revision. The **Cooperator** will submit a revised SF-424A, Budget Information, and detailed **Financial Plan** under a cover letter to the APHIS awarding official

r. containing a narrative justification for the proposed revision. Transfers of funds among programs, functions, or activities as indicated in Section B of the SF-424A is prohibited. Comply with the requirements for coordination, development, and use of geospatial data as mandated in OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities".

s. Meet the reporting requirements of the Federal Funding Accountability and Transparency Act by providing the following information. Parent organization DUNS number; primary place of performance street address, city, county, state, country and zip code; indicate if performance is in multiple counties and/or states; and provide any comments that might be relevant. APHIS will provide a supplemental sheet for the Cooperator's convenience in recording this information.

t. Pursuant to 31 USC 3706 and 7 CFR 3.10 to 7 CFR 3.21, any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency my reduce the debt by:

(1) Making an administrative offset against other requests for reimbursements.
(2) Withhold advance payments otherwise due to the Cooperator
(3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 USC, Chapter 37.

u. Any information furnished to APHIS under this **Agreement** is subject to the Freedom of Information Act (5 USC 552).

v. Unless otherwise specified in the Work Plan, provide vehicles and other equipment for its employee(s) while performing the activities outlined in the Work Plan.

w. Comply with the Executive Order entitled "Federal Leadership on Reducing Text Messaging While Driving**"** signed by President Barack Obama on October 1, 2009, by prohibiting **Cooperator** employees, recipients, subrecipients, contractors, and subcontractors from texting while driving on official business and/or in Federally-owned, rented, or leased vehicles (collectively government owned vehicles) or privately owned vehicles when on official Government business or when performing any work for or on behalf of or in cooperation with the Federal government.

Further, APHIS encourages the **Cooperator** to implement--and to encourage its recipients, sub-recipients, contractors, and subcontractors, to implement--new rules and programs, and re-evaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach for its employees about the safety risks associated with texting while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

For purposes of this requirement, the following definitions apply:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating

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a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

ARTICLE 5 – APHIS RESPONSIBILITIES

APHIS agrees to/that:

a. Designate Dr. John Doe as its Authorized Departmental Officer's Designated Representative (ADODR) who shall be responsible for collaboratively administering the activities conducted under this **Agreement**. Should this individual be temporarily detailed to another position or on extended absence, a letter will be issued to the Cooperator by the APHIS signatory official to appoint a temporary ADODR.

b. Provide funds on an advance or reimbursable basis as **partial** payment of allowable, agreed-to costs incurred by the **Cooperator** in carrying out the terms of this **Agreement** in accordance with the **Work Plan and Financial Plan.**

c. Make advance payments, if requested by the **Cooperator**, monthly and upon receipt of a properly certified Request for Advance or Reimbursement, SF270.

d. Provide personnel and other resources to carry out its responsibilities as outlined in the **Work Plan and Financial Plan**.

e. Upon receipt of any **final** Federal Financial Report that reflects an unobligated balance of $1,000 or more, provide written notification to the Cooperator that the balance of Federal funds reported as unobligated will no longer be available to the Cooperator. Balances of less than $1,000 will automatically be deobligated by APHIS without notification.

g. Assist the **Cooperator** in selecting qualified candidates to perform activities outlined in the **Work Plan and Financial Plan** and provide general program direction to employees assigned to the cooperative endeavor. However, the assigned employees will remain subject to the **Cooperator's** rules and regulations.

h. Provide special training to carry out assignments, as mutually deemed necessary.

ARTICLE 6 - DATA SHARING AND RESPONSIBILITIES

a. Data to be Shared: The parties agree to provide plant protection and quarantine data ~~to~~ each other. The data to be provided to each Party by the other Party includes, but is not limited to, plant protection and quarantine surveys, diagnostic information, detection activities, inspection reports, and pest interception data. Each party is responsible for transmitting the provided data to its own authorized employees, cooperators, and contractors as applicable and necessary, in order to carry out responsibilities under their respective plant health authorities. Each party agrees that it will ensure, to the extent provided by applicable laws and regulations, that data provided by the other party is not released to anyone that is not authorized to receive it.

b. Data Utilization: The parties agree that the provided data will only be used in the administration and enforcement of each party's respective plant health laws and regulations. Data provided by the parties under this Agreement may be used to ensure compliance with their respective plant health laws and regulations; to respond to

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domestic plant pest and disease emergencies, interceptions, and trace backs; to enhance delivery of pest exclusionary programs and activities; to support pest surveying activities; to develop quarantines and other appropriate measures for pest management and mitigation; to implement or improve international pre-clearance and/or pest eradication programs and activities, pest risk assessments, phytosanitary trade support, and the issuance of plant protection and quarantine permits; and to develop, in cooperation with Federal research agencies, new and improved methods, techniques and procedures for use in cooperative plant protection and quarantine programs and activities. Each party agrees that it will ensure that the provided data is used only for purposes specified in this Agreement and only in a manner consistent with the provisions of the Plant Protection Act.

d. Data Restrictions: The Cooperator agrees and acknowledges that the data provided by APHIS pursuant to this Agreement is solely APHIS data and as such is or may be subject to the confidentiality provisions of Section 1619 of the Food, Conservation, and Energy Act of 2008, 7 USC §8791, (Section 1619) and the Privacy Act of 1974 and also agrees to safeguard such confidentiality and prohibit any unauthorized access to the data provided by APHIS as required by Section 1619. The Cooperator further agrees and acknowledges that if Section 1619 does apply to some or all of the APHIS provided data, that pursuant to Section 1619, the Cooperator is bound to and will comply with Section 1619 (copy attached as Appendix A) and related APHIS guidance. The Cooperator understands that it may not release any of the data provided by APHIS since it is Federal Government data and it agrees to refer any and all requests for the data provided by APHIS, not otherwise authorized to be released under this Agreement and applicable Federal laws and regulations, to:

USDA, APHIS
Legislative and Public Affairs
Freedom of Information and Privacy Act Office
4700 River Rd. Unit 50, Riverdale, MD 20737
Telephone: (301) 734-8296.

Additionally, the Cooperator agrees that it will, if requested by APHIS, enter into a separate written agreement with APHIS to protect from release or disclosure any data provided by APHIS that is subject to Section 1619.

ARTICLE 7 – CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS

The **Cooperator**, as a recipient signing this Agreement, shall comply with Title 2 CFR Part 25, "Financial Assistance Use of Universal Identifier and Central Contractor Registry" as specified below.

a. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

b. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

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(1) Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

(2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.

c. Definitions

For purposes of this award term:

(1) Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at http://www.ccr.gov).

(2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc., (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform.

(2) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

(a) A Governmental organization, which is a State, local government, or Indian Tribe;
(b) A foreign public entity;
(c) A domestic or foreign nonprofit organization;
(d) A domestic or foreign for-profit organization; and
(e) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(3) Subaward:

(a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

(b) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ----.210 of the attachment to OMB Circular A-133, ``Audits of States, Local Governments, and Non-Profit Organizations").

(c) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

(4) Subrecipient means an entity that:

(a) Receives a subaward from you under this award; and

(b) Is accountable to you for the use of the Federal funds provided by the subaward.

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ARTICLE 8 – REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

The Cooperator, as a recipient signing this Agreement, shall comply with Title 2 CFR Part 170, "Requirements for Federal Funding Accountability and Transparency Act Implementation", as follows:

a. Reporting of first-tier subawards.

(1) Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

(2) Where and when to report.

(a) You must report each obligating action described in paragraph a.(1) of this award term to http://www.fsrs.gov.

(b) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

(3) What to report. You must report the information about each obligating action that the submission instructions posted at http:// www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

(1) Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

(a) the total Federal funding authorized to date under this award is $25,000 or more;

(b) in the preceding fiscal year, you received—

i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(2) Where and when to report. You must report executive total compensation described in paragraph b.(1) of this award term:

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(a) As part of your registration profile at http://www.ccr.gov.

(b) By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

(1) Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

(a) In the subrecipient's preceding fiscal year, the subrecipient received—

i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

(b) the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(2) Where and when to report. You must report subrecipient executive total compensation described in paragraph c.(1) of this award term:

(a) To the recipient.

(b) By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions. If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

(1) Subawards, and

(2) The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

(5) Entity means all of the following, as defined in 2 CFR part 25:

(a) A Governmental organization, which is a State, local government, or Indian tribe;
(b) A foreign public entity;
(c) A domestic or foreign nonprofit organization;

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(d) A domestic or foreign for-profit organization;

(e) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(6) Executive means officers, managing partners, or any other employees in management positions.

(7) Subaward:

(a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

(b) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ---- .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

(c) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

(4) Subrecipient means an entity that:

(a) Receives a subaward from you (the recipient) under this award; and

(b) Is accountable to you for the use of the Federal funds provided by the subaward.

(5) Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(a) Salary and bonus.

(b) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(c) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(d) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(e) Above-market earnings on deferred compensation which is not tax-qualified.

(f) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

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ARTICLE 9 – UNEMPLOYMENT COMPENSATION

Actual costs incurred for unemployment insurance or equitable contributions made to a self -insured unemployment fund are allowable. APHIS does not allow payment of costs incurred for unemployment claims.

ARTICLE 10 – CONGRESSIONAL RESTRICTION

Under 41 USC 22, no member of or delegate to Congress shall be admitted to any share or part of this **Agreement** or to any benefit to arise therefrom.

ARTICLE 11 – APPLICABLE REGULATIONS

As a condition of this award, the **Cooperator** agrees to comply and require subrecipients to comply with the requirements contained in the United States Department of Agriculture's “Uniform Federal Assistance Regulations” , 7 CFR 3015; "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 7 CFR 3016; and/or "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations", 7 CFR 3019; “Nonprocurement Debarment and Suspension”, 2 CFR 417; “Governmentwide Requirements for Drug-Free Workplace", 7 CFR 3021; "New Restrictions on Lobbying", 7 CFR 3018; and Office of Management and Budget regulations governing "Controlling Paperwork Burdens on the Public", 5 CFR 1320.

ARTICLE 12 – TITLE TO EQUIPMENT

APHIS reserves the right to transfer title to any equipment purchased partially or fully by the **Cooperator** under this **Agreement** with Federal funds within 120 days after the end of the Federal support of the project for which it was acquired. Upon transfer of title, the Cooperator will be entitled to compensation equal to its percentage of participation in the purchase of the equipment in the year purchased, applied to the fair market value in the year title is transferred.

ARTICLE 13 – PATENTS AND INVENTIONS

The **Cooperator** has the explicit duty of notifying APHIS' authorized representative, in writing, prior to the time of application for any patent or invention which is paid for in any manner or any percentage of funds provided by APHIS. This duty is not limited to the period during the **Agreement**, but may arise at any time during or subsequent to the **Agreement**. APHIS reserves to itself a royalty-free, nonexclusive, and irrevocable right to use and authorize others to use the product or invention produced under this **Agreement** for Government purposes. APHIS also retains the ability to force utilization of the patented invention by designating licenses in any field of use where the patentee has failed to act with reasonable diligence.

Any royalties or equivalent income earned during the effective period of this **Agreement** on patents or inventions derived under this **Agreement** shall be considered program income and treated under the provisions of 7 CFR 3016.25(g)(1).

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ARTICLE 14 – COPYRIGHTS

APHIS reserves a royalty-free, nonexclusive, and irrevocable license to exercise, and to authorize others to exercise, the rights for Federal government purposes to copyrighted materials developed under this **Agreement**. Subject to this license, the owner is free to exercise, preserve, or transfer all its rights. The **Cooperator** shall ensure that no agreement is entered into for transferring the rights which would conflict with the nonexclusive license of APHIS.

Any royalties or equivalent income earned during the effective period of this **Agreement** on copyrighted material derived under this **Agreement** shall be considered program income and treated under the provisions of 7 CFR 3016.25(g)(1).

ARTICLE 15 – PUBLICATIONS AND AUDIOVISUALS

The final draft of any funded publication or audiovisual must be submitted by the **Cooperator** to APHIS' authorized representative prior to final printing, editing or release of the product so that APHIS can make a determination as to whether APHIS' participation in the project will be acknowledged. APHIS, furthermore, may require that the **Cooperator** modify or purge any acknowledgment of its support for activities conducted under this **Agreement** as a result of its review of a final draft. If APHIS has not responded within 30 days of receipt of the draft, the **Cooperator** will be free to proceed with publication without an acknowledgment. In the event that APHIS elects not to acknowledge the product, the **Cooperator** agrees not to attribute sponsorship by APHIS by any means including, but not limited to, publications, interviews, new releases, etc.

When an acknowledgment is desired by APHIS, unless otherwise instructed by APHIS, the statement shall read: "This material was made possible, in part, by a **Cooperative Agreement** from the United States Department of Agriculture's Animal and Plant Health Inspection Service (APHIS). It may not necessarily express APHIS' views."

Additionally, any other acknowledgment, including use of the APHIS Logo, by the **Cooperator** of APHIS support shall have the express written permission of APHIS signatory to this Agreement, which shall be requested through the APHIS representative designated under this **Agreement**.

ARTICLE 16 – FEDERAL VEHICLE MANAGEMENT

The **Cooperator** agrees to comply with the requirements of 41 CFR 10138.3011 (41 CFR 10234 Subpart C) and vehicle usage policy as stated in the APHIS Motor Vehicle Fleet Management Manual. The **Cooperator** further agrees to indemnify the United States of America for any and all property damage and personal injury caused by the **Cooperator's** employees resulting from use of said vehicles, and further agrees to save and hold harmless the United States of America from any and all claims for such property damage and personal injury caused by the **Cooperator's** employees. The **Cooperator** further agrees to reimburse the United States of America by and through APHIS for any property damage to any Federally-owned or Federally-leased vehicles, less normal wear and tear, which may occur through the use of said vehicles under this **Agreement**.

ARTICLE 17 – BUY AMERICAN ACT

In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act for the current Federal fiscal year, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

ARTICLE 18 – FUNDING PERIOD OBLIGATIONS AND EXTENSIONS

The funding period is the period during which this **Agreement** is in effect. Any funds not obligated by the **Cooperator** during the funding period will revert to APHIS upon the expiration or termination of this funding period. Under 7 CFR 3016.30, this **Agreement** is subject to a one-time extension of up to 12 months to complete this project. The **Cooperator** must submit a written request including an SF-424, Application for Federal Assistance, to extend the duration to be received by APHIS **at least 10 days prior to the expiration of the funding period**. The SF-424 must be accompanied by a justification explaining the reason for program delays, the program impact without the extension, and the anticipated completion date. During the extension period, financial and progress reports will continue with the same frequency as provided in the original funding period. As stated in 7 CFR 3016.30, requests for extension purely to obligate funds will be denied by APHIS. All extensions must be approved, in writing, by APHIS prior to the expiration of the original funding period.

ARTICLE 19 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where application, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 20 – TRAFFICKING IN PERSONS

APHIS, as the Federal awarding agency, hereby advises the **Cooperator**, as the recipient, that they are subject to the provisions of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g), as follows:

a. Provisions applicable to a recipient that is a private entity.

(1) You, as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –

(a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(b) Procure a commercial sex act during the period of time that the award is in effect; or

(c) Use forced labor in the performance of the award or subawards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

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(a) Is determined to have violated a prohibition in paragraph a.(1) of this award term; or

(b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.(1) of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 7 CFR 3017.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity –

(1) Is determined to have violated an applicable prohibition in paragraph a.(1) of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.(1) of this award term through conduct that is either –

(a) Associated with performance under this award; or

(b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),' as implemented by our agency at 7 CFR 3017.

c. Provisions applicable to any recipient.

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.(1) of the award term.

(2) Our right to terminate unilaterally that is described in paragraph a.(2) or b of this section:

(a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), and

(b) Is in addition to all other remedies for noncompliance that are available to use under this award.

(3) You must include the requirements of paragraph a.(1) of this ward term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

(1) "Employee" means either:

(a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

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(b) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: 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.

(3) "Private entity":

(a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(b) Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for–profit organization.

(4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

ARTICLE 21 – FLY AMERICAN ACT

The Cooperator organization shall comply with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 1517 (Fly American Act), which requires:

a. Any air transportation to, from, between, or within a country, other than the U.S., of persons or property, the expense of which will be assisted by USDA funding, will be performed on a United States flag carrier if service provided by such carrier is "available."

b. For the purposes of the requirement:

(1) Passenger or freight service by a certified air carrier is considered "available" even though:

(a) Comparable or a different kind of service by a non-certificated air carrier costs less; or

(b) Service by a non-certificated air carrier can be paid for in excess foreign currency; or

(c) Service by a non-certificated air carrier is preferred by the recipient organization contractor or traveler needing air transportation.

(2) Passenger service by a certificated air carrier is considered to be "unavailable":

(a) When the traveler, while enroute, has to wait 6 hours or more for an available United States carrier: or

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(b) When any flight by a U.S. carrier interrupted by a stop anticipated to be 6 hours or more for refueling, reloading, repairs, and so forth, and no other flight by a United States carrier is available during the 6 hour period: or

(c) When the flight by a United States carrier takes 12 or more hours longer than a foreign carrier.

ARTICLE 22 – FUNDING/EFFECTIVE PERIOD, REVISIONS, AND TERMINATION

The Federal award for this **Agreement** is in the amount of $94,500 and the **Cooperator's** share is $155,988 for a total project cost of $250,488. These contributions establish a cost share ratio which shall be attained for the funding period except to the extent that there are cost overruns. Cost overruns will be the sole responsibility of the **Cooperator,** unless additional funding is secured from APHIS prior to the expiration of the funding period. In the event that project costs are less than projected, each party will realize a percentage of the savings to be distributed based on the established ratio. This **Agreement** shall become effective upon date of final signature and shall continue one year from the effective date, subject to continuation in writing by mutual agreement of the parties. Further, this **Agreement** may be amended at any time during the effective period by mutual agreement of the parties in writing. It may be terminated following provisions of 7 CFR 3016.

NEW YORK DEPARTMENT OF AGRICULTURE

/S/ **December 29, 2010**

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
VETERINARY SERVICES

/S/ **January 6, 2011**

Regional Director Date

Budget Object Class: 2551
Accounting Code: 252-xxxx-xxx
Federal Amount: $94,500

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REVISION 11-01
TO THE
NOTICE OF **COOPERATIVE AGREEMENT** AWARD
BETWEEN THE
NEW YORK DEPARTMENT OF AGRICULTURE (COOPERATOR)
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
VETERINARY SERVICES

The following Article is hereby revised to increase the Federal award to provide for the purchase of a thermocycler necessary to provide rapid test results for market closure action.

ARTICLE 22 – FUNDING/EFFECTIVE PERIOD, REVISIONS, AND TERMINATION

The Federal award for this **Agreement** is increased by $55,000 for a total Federal award of $149,500 and the **Cooperator's** share remains at $155,988 for a total project cost of $305,488. These contributions establish a cost share ratio which shall be attained for the funding period except to the extent that there are cost overruns. Cost overruns will be the sole responsibility of the **Cooperator,** unless additional funding is secured from APHIS prior to the expiration of the funding period. In the event that project costs are less than projected, each party will realize a percentage of the savings to be distributed based on the established ratio. This Revision shall become effective upon date of final signature and shall continue one year from the effective date, subject to continuation in writing by mutual agreement of the parties. Further, this **Agreement** may be amended at any time during the effective period by mutual agreement of the parties in writing. It may be terminated following provisions of 7 CFR 3016.

NEW YORK DEPARTMENT OF AGRICULTURE

/S/ **March 15, 2011**

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
VETERINARY SERVICES

/S/ **April 1, 2011**

Regional Director Date

Budget Object Class: 2551
Accounting Code: 252-xxxx-xxx
Federal Amount: +$55,000

June 3, 2011

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TAB 20

FUNDING PERIODS
FOR
COOPERATIVE AGREEMENTS AND GRANTS

Current policy on funding periods (based on annual funds):

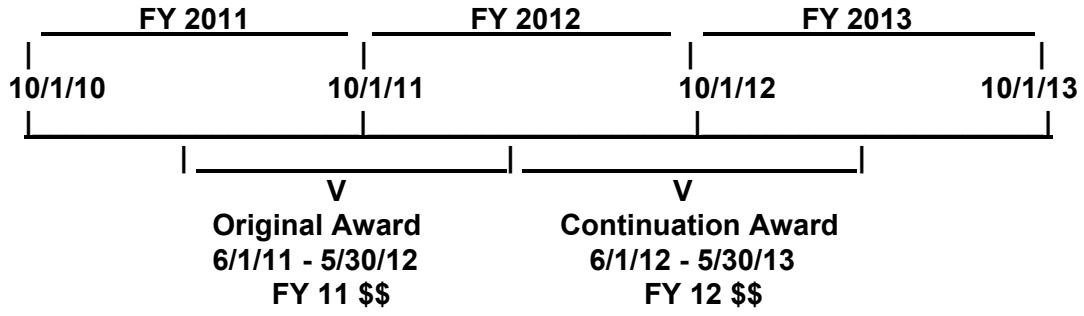
- **Provides recipient one year from effective date of award to expend funds.**
- **Permits continuation of operations during a continuing resolution under those agreements awarded in a previous fiscal year when their funding period crosses fiscal years.**
- **Permits planning, documenting, and implementing agreement proposals throughout the fiscal year.**
- **Eliminates the rush to get all agreements continued on 10/1.**
- **Funding period begins on same date as pre-award costs, if applicable.**
- **Greater timeframe to initiate agreements and compete, if appropriate.**
- **Permits award to occur in tandem with allocation process and seasonality of work.**
- **Does not apply to other types of agreements.**
- **Does not allow for carryover of funds into future funding periods by the recipient.**

Potential Problems:

- **Poor budgeting and monitoring can result in underutilized funds which would revert to the Treasury if the funding period extended into the next fiscal year after the appropriation expired.**
- **Shift in workload towards the end of the fiscal year when it might not be possible to get all funds awarded due to problems with the applications and federal and non-federal manpower limitations or organizational approvals.**
- **Failure to consider E.O. 12372 Intergovernmental Review process of 30-60 days which could result in a lapse of the annual appropriation because agreement cannot be awarded until the Single Point of Contact gives approval or waiver.**

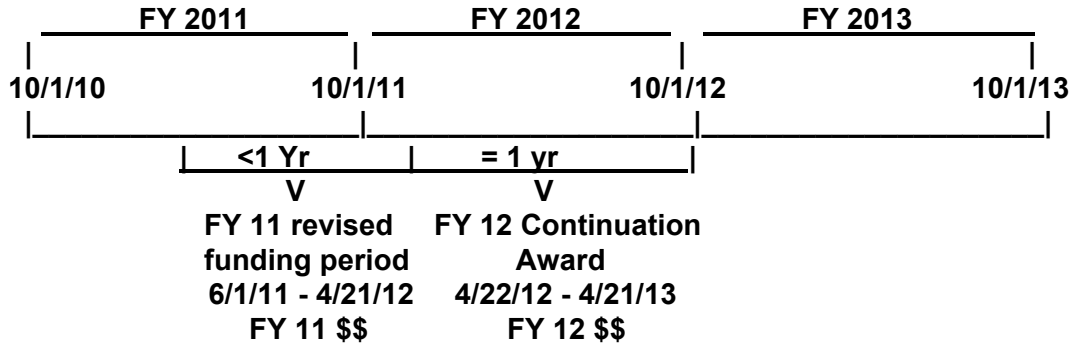
EXAMPLES OF FUNDING PERIOD CHANGES
USING SINGLE-YEAR FUNDS
UNDER COOPERATIVE AGREEMENTS AND GRANTS

Original Award:



Issue No. 1: The recipient spent under the FY 2011 agreement at an accelerated level and asked for an increase to the agreement on March 30, 2012 (FY 2012). They expect to run out of funds by April 21, 2012.

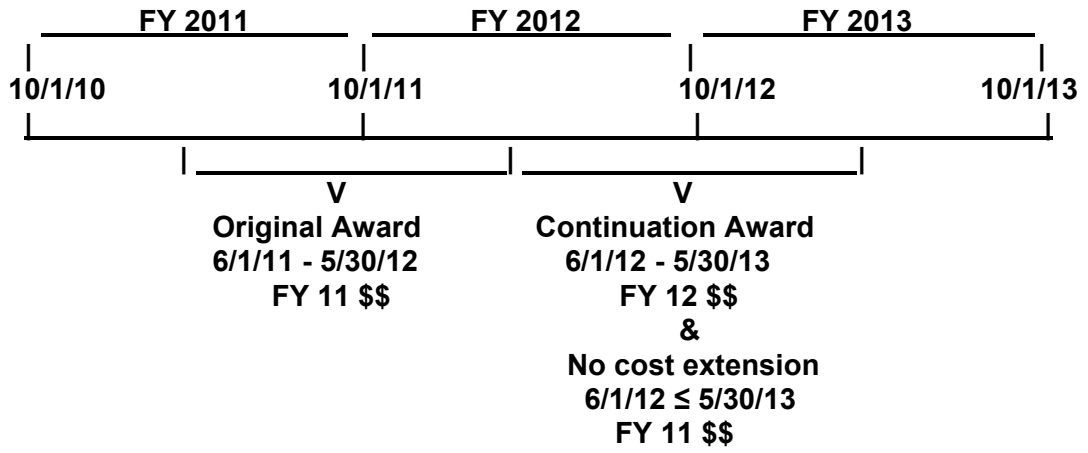
Solution 1: Amend FY 11 agreement to decrease duration to terminate on the date the FY 11 funds were/will be fully expended, e.g., April 21, 2012. Issue a continuation award for FY 12, using FY 12 funds, for one year beginning April 22, 2012, to prevent co- mingling of fiscal year funds.



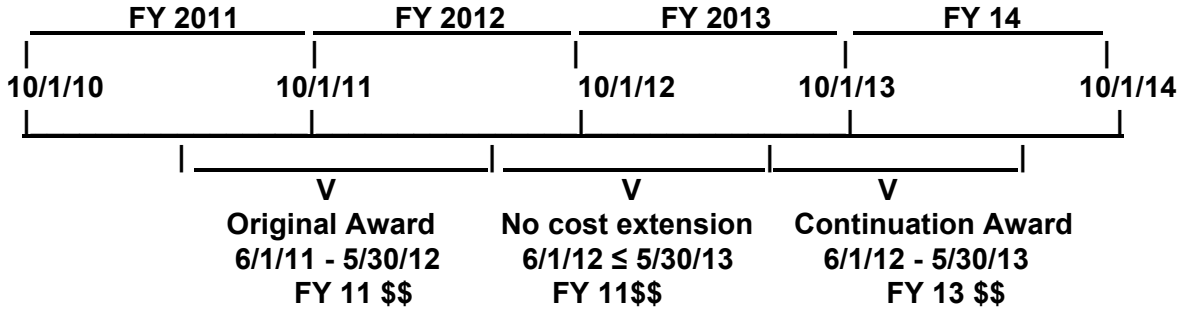
Solution 2: Check with your Program Budget Staff to determine if they are willing to track 2 fiscal years under the agreement for the same fiscal year. This might be a possibility, but the impact of FMMI implementation would have to be determined.

Issue No. 2: The recipient asked for a no-cost extension to complete the work under last year's agreement. Meanwhile, work for the new season/year needs to get underway, so the award for the current year needs to get underway. What is the effective period of the current year's agreement?

Solution 1: The no-cost extension can run concurrent with the Continuation award and can for be for a period of less than or up to one year. This approach assumes that the results of FY 2011 are not required before the project can continue into the next year.



Solution 2: The no-cost extension will expire before entering into the subsequent year's agreement. This approach assumes the results of FY 2011 are required before the project can move forward.



Problem: No FY 2012 funds are obligated if the no-cost extension is required for an entire year. Could be a plus or minus, depending on the budget situation.

However, if the no-cost extension in this example were for a shorter period, e.g., 6/1/12-9/29/12, then FY 2012 funds could be obligated.

This problem illustrates the importance of projecting accurate timelines.

Remember: **No-cost extensions are granted merely to complete the work originally planned. Revisions to the planned activities are not permitted. Also, the extensions are not granted merely to obligate funds, i.e., if the planned work was completed and there are still some funds left, they cannot be used for anything that was not necessary to complete the original project.**

NOTE: **These illustrations are some examples of possible solutions. However, the type of funding can change this picture, e.g., multi-year funds can provide more time, but are subject to similar limitations up to the period of availability of the multi-year funds. No-year funds can provide much more flexibility. Mixing annual, multi-year, and no-year fund under an agreement can limit flexibility of the latter two types of funds.**

TAB 21

OMB Number: 4040-0004
Expiration Date: 04/31/2012

Application for Federal Assistance SF-424

Version 02

*1. Type of Submission	*2. Type of Application	*If Revision, select appropriate letter(s):
☐ Preapplication	☑ New	
☑ Application	☐ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

*3. Date Received: 4. Application Identifier:

5a. Federal Entity Identifier:

*5b. Federal Award Identifier: 11-9XXX-XXXX-CA

State Use Only:

6. Date Received by State: N/A

7. State Application Identifier: N/A

8. APPLICANT INFORMATION:

* a. Legal Name: New York Department of Agriculture

* b. Employer/Taxpayer Identification Number (EIN/TIN): XX-XXXXXXX

*c. Organizational DUNS: 806780565

d. Address:

*Street1: 55 Hanson Place
Street 2:
*City: Brooklyn
County: Kings
*State: NY
Province:
Country: USA
*Zip/ Postal Code: 11217-1523

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
First Name: Jane
Middle Name:
*Last Name: Doe
Suffix:

Title: Director

Organizational Affiliation:

*Telephone Number: 718-722-2830

Fax Number: 718-722-2831

*Email: jane.doe@ag.state.ny.us

OMB Number: 4040-0004
Expiration Date: 04/31/2012

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type: A. State Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

*Other (specify):

*10. Name of Federal Agency:
APHIS

11. Catalog of Federal Domestic Assistance Number:

10.025

CFDA Title:

Plant and Animal Disease, Pest Control, and Animal Care

*12. Funding Opportunity Number: N/A

*Title: N/A

13. Competition Identification Number: N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Counties affected:
Bronx, Kings, Manhattan, Nassau, Queens, Richmond, Westchester

*15. Descriptive Title of Applicant's Project:

Low Path AI in Live Bird Markets

Attach supporting documents as specified in agency instructions.

OMB Number: 4040-0004
Expiration Date: 04/31/2012

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

*a. Applicant 10

*b. Program/Project: 10,13, 16, 19

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 01/06/2011

*b. End Date: 01/05/2012

18. Estimated Funding ($):

*a. Federal	$94,500.00
*b. Applicant	$155,988.02
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	$250,488.02

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
☑ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
☐ c. Program is not covered by E.O. 12372

*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)
☐ Yes ☑ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☑ **I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

*First Name: Jane

Midd le N ame:

*Last Name: Doe

Suffix:

*Title: Director

*Telephone Number: 718-722-2830

Fax Number: 718-722-2831

*Email: jane.doe@ag.state.ny.us

*Signature of Authorized Representative: /S/

Date Signed: 12/29/10

OMB Number: 4040-0004
Expiration Date: 04/31/2012

Application for Federal Assistance SF-424

Version 02

*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

Supplemental Instruction for Use when Completing SF-424, APPLICATION FOR FEDERAL ASSISTANCE

http://www.aphis.usda.gov/mrpbs/forms/grantforms.html

BLOCK 1: Type of Submission will be predominantly Application unless submitting a correction. At this time APHIS does not accept pre-applications.

BLOCK 2:

New: New award.
Continuation: Additional funding to continue the activities of an existing award in a subsequent funding period.
Revision: Any change in the financial obligation (federal or otherwise), program/project scope, or contingent liability from an existing obligation. Enter: A - Increase in Award, B - Decrease in Award, C - Increase in Duration, D - Decrease in Duration. If any money remains unobligated at the end of the award period and APHIS is taking steps to deobligate the remaining balance a revised SF-424 will need to be submitted with B indicated in the other block.

BLOCK 3: Leave this blank, APHIS will enter this upon receipt of the application package.

BLOCK 4: Please enter your organization's applicant or state identifier, if applicable.

BLOCK 5a: Left blank, unless organization has a number assigned by APHIS

BLOCK 5b: Enter the APHIS agreement number as found on the Notice of Award.

BLOCK 6 and 7: For applicants in states that require a submission to a State Single Point of Contact (SPOC), indicate here the date that the application was received by the state. A list of SPOC offices that have requested APHIS CFDA numbers (10.025 and 10.028) can be found here in the APHIS Agreements Toolkit:
http://www.aphis.usda.gov/mrpbs/fmd/agreements toolkits.html with the specific file here: http://www.aphis.usda.gov/mrpbs/fmd/spoc list.pdf The State Application Identifier block is a unique number that the state would assign; it may not be applicable in all instances.

BLOCK 8:

- **Legal Name:** Enter the name of the ORGANIZATION, not the Principal Investigator, or Recipient Manager
- **EIN / TIN:** This is a number that is assigned by the Internal Revenue service as your organization's tax identification number. It is important that an accurate number is provided as this is used for identification purposes, drawing down funds, and reporting to the IRS. For more information on how to obtain an EIN visit this site: hUp://www.irs.gov/businesses/small/article/0,jd=98350,0Q.html
- **Organizational DUNS:** Enter your organization's Data Universal Numbering System number. To obtain a DUNS number call 1-866-705-5711, or visiting their website at http://www.dnb.com/us . For more

information regarding the DUNS please visit: http://www.aphis.usda.gov/mrpbs/fmd/agreements faq.html#duns or http://www.whitehouse.gov/omb/grants/duns num guide.pdf

- **Address:** Enter address including city, county, state, and zip.
- **Organization Unit (Department and/or Division):** Enter Sub-Unit of Organization in the LEGAL NAME block.
- **Contact Person(s):** Provide name and telephone number of the person responsible for completion of the application forms and budget. Also provide an email address if available as this is helpful during the preaward phase if there are questions or issues to be resolved.

BLOCK 9: Please refer to the instructions found on the back (page 2) of the SF424 for types of applicants.

BLOCK 10: Enter Animal and Plant Health Inspection Service

BLOCK 11:

- **Enter:** 10.025 in the block if you are applying to any of the following APHIS program units: Animal Care, Biotechnology Regulatory Services, International Services, Plant Protection and Quarantine, or Veterinary Services. Under the text TITLE enter Plant and Animal Disease, Pest Control, and Animal Care
- **Enter:** 10.028 if you are applying to the Wildlife Services program unit. Under the text TITLE enter Wildlife Services

BLOCK 12 and 13: Applicable only for competing awards through Grants.gov

BLOCK 14: Enter areas effect by the project, this may include additional cities, counties, and will have implication if the SPOC applies to any of the locations listed.

BLOCK 15: Enter a concise description of the project using key words.

BLOCK 16:
Applicant: The congressional district of your organization based on address provided on the SF-424
Project: The congressional district(s) based on address/location of work being done. To determine your congressional district visit http://www.house.gov/, to conduct a search by zip code.

BLOCK 17: Project dates may begin on any date, but may not have duration longer than one year. Pay attention to accuracy of dates as incorrect years/typos cause delays in processing of the application.

BLOCK 18: The estimated amount of funding should reflect the amount required to conduct the project within the project period (one year in duration). Include the amount requested to APHIS as well as any amount to be contributed during the project period by other contributors (if applicable). Value of in kind contributions should be included on appropriate lines as applicable.
All information must correspond with the required SF-424A, Budget Form

and narrative financial plan.

BLOCK 19: All applicants must enter either "a. YES" or "b. NO program has not been selected by state for review." If SPOC clearance is required, you are responsible for obtaining clearance from this office prior to the execution of the agreement. A list pertaining to APHIS' applicability to this process and the corresponding SPOC offices can be found in the APHIS Agreements Toolkit: http://www.aphis.usda.gov/mrpbs/fmd/aqreements toolkits.html with the specific file here: http://www.aphis.usda.gov/mrpbs/fmd/spoc list.pdf . Under no circumstances should you check "b. No. Program is not covered by E. O. 12372, as all APHIS Programs are covered by this Executive Order.

BLOCK 20: DO NOT LEAVE THIS FIELD BLANK, It refers to the organization, not the individual Principal Investigator or the Program Manager. Categories of debt include delinquent audit disallowances, delinquent loans and delinquent taxes.

BLOCK 21: Must be signed by the legal applicant and dated. (Authorizing signature of Organization performing work or responsible for performance of the work.)

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Low Path AI	10.025	$	$	$ 94,500.00	$ 155,988.02	$ 250,488.02
2.						0.00
3.						0.00
4.						0.00
5. Totals		$ 0.00	$ 0.00	$ 94,500.00	$ 155,988.02	$ 250,488.02

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total
	(1) Low Path AI	(2)	(3)		(5)
a. Personnel	$ 83,722.55	$	$	$	$ 83,722.55
b. Fringe Benefits	26,464.70				26,464.70
c. Travel	14,514.00				14,514.00
d. Equipment					0.00
e. Supplies					0.00
f. Contractual					0.00
g. Construction					0.00
h. Other Communication/Indemnity	95,320.00				95,320.00
i. Total Direct Charges *(sum of 6a-6h)*	220,021.25	0.00	0.00	0.00	220,021.25
j. Indirect Charges (27.65%)	30,466.77				30,466.77
k. TOTALS *(sum of 6i and 6j)*	$ 250,488.02	$ 0.00	$ 0.00	$ 0.00	$ 250,488.02
7. Program Income	$	$	$	$	$ 0.00

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Prescribed by OMB Circular A-102

Previous Edition Usable

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8. Low Path AI 10.025	$ 155,988.02	$	$	$ 155,988.02
9.				0.00
10.				0.00
11.				0.00
12. TOTAL *(sum of lines 8-11)*	$ 155,988.02	$ 0.00	$ 0.00	$ 155,988.02

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$ 94,500.00	$ 56,802.11	$ 30,576.05	$ 3,560.92	$ 3,560.92
14. Non-Federal	155,988.02	93,746.82	50,463.04	5,889.08	5,889.08
15. TOTAL *(sum of lines 13 and 14)*	$ 250,488.02	$ 150,548.93	$ 81,039.09	$ 9,450.00	$ 9,450.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	2012 (b) First	2013 (c) Second	2014 (d) Third	2015 (e) Fourth
16. Low Path AI 10.025	$	$	$	$
17.				
18.				
19.				
20. TOTAL *(sum of lines 16-19)*	$ 0.00	$ 0.00	$ 0.00	$ 0.00

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:	22. Indirect Charges:
$220021.25	$30466.77 (27.65% - S&F)

23. Remarks:

Supplemental Instruction for Use when Completing SF-424A

BUDGET INFORMATION – NON-CONSTRUCTION PROJECTS

Ensure that all information on the form is correct including the mathematical calculations. If the applicant claims indirect costs, a current negotiated indirect cost rate agreement must be included with the SF-424. (See section on indirect costs in this chapter). APHIS funds expended in-house in support of a program (other than those funds that are transferred under the agreement) are not a part of the budget.

Section A: **Budget Summary.** APHIS requires information in Columns a, b, e, f, and g for its annual appropriation. Columns c and d will be used only for multi-year activities and refers to agreements funded with multi year or no-year appropriations that are issued for more than a year.. Each line represents a program (e.g., brucellosis, noxious weeds) funded by the award.

Section B: **Budget Categories.** Each column represents a program funded by the award, e.g., Medfly, Biocontrol, Brucellosis, etc. and corresponds to lines 1-4 in Section A.

APHIS may require that the approved budget be subdivided to show the anticipated cost of each program covered by the agreement. This is necessary when appropriations must be reported separately. Cooperators are to be made aware of this requirement to ensure they set up tracking mechanisms accordingly.

Block 6: **Object Class Categories.** A brief explanation of selected object class categories is listed below. However, since this list is not all inclusive, refer to the appropriate OMB cost principles for a more detailed description of each cost category.

6.a. Personnel. This is compensation for personnel services rendered during the period of performance under the award, including, but not necessarily limited to, wages and salaries.

6.b. Fringe Benefits. These include, but are not limited to, the costs of leave, employee insurance, pensions, and contributions to unemployment benefit plans. Employer contributions or expenses for social security, employee health, and life insurance also are included.

6.c. Travel. Costs are allowable for transportation of persons, lodging, subsistence, and related expenses incurred by the applicant's employees (not an APHIS employee) who are in travel status on official business. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip, and results in charges are consistent with those normally allowed in like circumstances.

6.d. Equipment. This is tangible, non-expendable personal property including exempt property charged directly to the award having an acquisition value of $5,000 or more per unit. Check the applicable cost principles for more specific requirements.

6.e. Supplies. Costs included in this category should be only items which are directly purchased to support this project. If supply costs normally are included in the applicant's indirect cost pool, they may not be included here.

6.f. Contractual. Costs of any contracts to be awarded by the applicant.

6.g. Construction. Any costs directly related to construction which is defined as erecting, repairing, remodeling, relocating, adding to or salvaging any building or structure, and the installation or repair of or addition to heating and electrical systems, water systems, sewage disposal systems, walks, steps, driveways, and landscaping.

6.h. Other. Include any miscellaneous costs not included in any other category.

6.i. Total Direct Charges. Sum of lines 6.a. through 6.h. above.

6.j. Indirect Charges. Enter total allowable indirect costs. The applicant must include a current negotiated indirect cost agreement with the application package for any indirect cost claim to be allowed. Application of the indirect rate varies with each agreement. (See the section on indirect cost rates in this chapter for analysis of these costs.) If the applicant did not claim indirect costs on the SF-424A, the applicant should place a "0" in 6.j., indirect charges. The ADO or ADODR may not authorize the payment of indirect costs claimed under the award if an approved Indirect Cost Rate Agreement (1CRA) has not been negotiated. When reviewing financial reports, the ADODR must ensure that indirect costs are not claimed when the indirect costs have not been Supported by an ICRA.

Block 7. **Program Income.** Program income is gross income earned by the applicant directly generated by a supported activity or earned as a result of the award. There are three methods of applying income to the project. See section on Program Income in this manual.

Section C. **Non-Federal Resources.** Using a line for each program covered by the award, enter non-Federal contributions which should correspond with those shown on the facesheet of the SF-424, Block 18.

Section D. Forecasted Cash Needs. Quarterly cash disbursement needs of Non-federal as well as federally awarded funding should be entered, taking into consideration actual cash disbursements expected by the applicant. Variations among the quarters may occur due to such factors as seasonal work or payments against major contracts, etc.

Section E. Budget Estimate of Federal Funds Needed for Balance of the Project. List Federal funding needed for each succeeding funding period (usually a fiscal year) that the project is expected to be continued.

Section F. Other Budget Information. This section is used to write in the applicable indirect cost rates and the associated base on which the rate will be calculated or any other information which may be pertinent to the budget.

SUPPLEMENTAL COOPERATOR INFORMATION SHEET

Additional information needed to fulfill FFATA requirements.

Cooperator Name: New York Dept of Agriculture		Agreement Number: 11-9xxx-xxxx-CA
Parent DUNS Number: 806780565	Primary Performance Street Address: 55 Hanson Place	
Primary Performance City: Brooklyn		Primary Performance State: New York
Primary Performance Zip+4: 11217-1523	County of Primary Performance: Kings	Primary Performance Country: USA
Performance in Multiple States: Yes or (No)		Performance in Multiple Counties: (Yes) or No
Comments:		

TAB 22

APPENDIX B TO PART 3018—DISCLOSURE FORM TO REPORT LOBBYING

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** ☐ a. bid/offer/application b. initial award c. post-award	**3. Report Type:** ☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter ____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier ____, *if known:* **Congressional District,** *if known:*	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** **Congressional District,** *if known:*	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable:* _____	
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* $	
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*	
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment *(check all that apply):* $ _____ ☐ actual ☐ planned	**13. Type of Payment** *(check all that apply):* ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____	
12. Form of Payment *(check all that apply):* ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:		
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 mintues per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

TAB 23

Provisions from APHIS Cooperative Agreements

Comply with and enforce the requirements for a drug-free workplace as mandated in 7 CFR 3021, "Government-wide Requirements for Drug-Free Workplace."

Comply with and enforce the requirements in 7 CFR 3018.110 (d) (1) and (2) for completion of the Certification Regarding Lobbying and the SF-LLL, Disclosure of Lobbying Activities. Such certifications and disclosures apply to the Cooperator and any subgrants and subcontracts exceeding $100,000.

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shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. *Rights to Inventions Made Under a Contract or Agreement*—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. *Clean Air Act (42 U.S.C. 7401 et. seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended*—Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*—Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. *Debarment and Suspension (E.O.s 12549 and 12689)*—All parties doing business with the Department of Agriculture should consult the Department's regulations for debarment and suspension found at 7 CFR 3017. No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

PART 3021—GOVERNMENTWIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE (FINANCIAL ASSISTANCE)

Subpart A—Purpose and Coverage

Sec.
3021.100 What does this part do?
3021.105 Does this part apply to me?
3021.110 Are any of my Federal assistance awards exempt from this part?
3021.115 Does this part affect the Federal contracts that I receive?

Subpart B—Requirements for Recipients Other Than Individuals

3021.200 What must I do to comply with this part?
3021.205 What must I include in my drug-free workplace statement?
3021.210 To whom must I distribute my drug-free workplace statement?
3021.215 What must I include in my drug-free awareness program?
3021.220 By when must I publish my drug-free workplace statement and establish my drug-free awareness program?
3021.225 What actions must I take concerning employees who are convicted of drug violations in the workplace?
3021.230 How and when must I identify workplaces?

Subpart C—Requirements for Recipients Who Are Individuals

3021.300 What must I do to comply with this part if I am an individual recipient?
3021.301 [Reserved]

Subpart D—Responsibilities of Department of Agriculture Awarding Officials

3021.400 What are my responsibilities as a Department of Agriculture awarding official?

Subpart E—Violations of This Part and Consequences

3021.500 How are violations of this part determined for recipients other than individuals?
3021.505 How are violations of this part determined for recipients who are individuals?
3021.510 What actions will the Federal Government take against a recipient determined to have violated this part?
3021.515 Are there any exceptions to those actions?

Subpart F—Definitions

3021.605 Award.
3021.610 Controlled substance.
3021.615 Conviction.
3021.620 Cooperative agreement.
3021.625 Criminal drug statute.
3021.630 Debarment.
3021.635 Drug-free workplace.
3021.640 Employee.
3021.645 Federal agency or agency.
3021.650 Grant.
3021.655 Individual.
3021.660 Recipient.
3021.665 State.
3021.670 Suspension.

AUTHORITY: 5 U.S.C. 301; 41 U.S.C. 701 *et seq.*; Pub. L. 101-576, 104 Stat. 2838; 7 CFR § 2.28.

SOURCE: 68 FR 66557, 66565, Nov. 26, 2003, unless otherwise noted.

Subpart A—Purpose and Coverage

§ 3021.100 What does this part do?

This part carries out the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 *et seq.*, as amended) that applies to grants. It also applies the provisions of the Act to cooperative agreements and other financial assistance awards, as a matter of Federal Government policy.

§ 3021.105 Does this part apply to me?

(a) Portions of this part apply to you if you are either—

(1) A recipient of an assistance award from the Department of Agriculture; or

(2) A(n) Department of Agriculture awarding official. (See definitions of award and recipient in §§ 3021.605 and 3021.660, respectively.)

(b) The following table shows the subparts that apply to you:

If you are . . .	see subparts . . .
(1) A recipient who is not an individual	A, B and E.
(2) A recipient who is an individual	A, C and E.
(3) A(n) Department of Agriculture awarding official.	A, D and E.

§ 3021.110 Are any of my Federal assistance awards exempt from this part?

This part does not apply to any award that the Secretary of Agriculture or designee determines that the application of this part would be inconsistent with the international obligations of the United States or the laws or regulations of a foreign government.

§ 3021.115 Does this part affect the Federal contracts that I receive?

It will affect future contract awards indirectly if you are debarred or suspended for a violation of the requirements of this part, as described in § 3021. 510(c). However, this part does not apply directly to procurement contracts. The portion of the Drug-Free Workplace Act of 1988 that applies to Federal procurement contracts is carried out through the Federal Acquisition Regulation in chapter 1 of Title 48 of the Code of Federal Regulations (the drug-free workplace coverage currently is in 48 CFR part 23, subpart 23.5).

Subpart B—Requirements for Recipients Other Than Individuals

§ 3021.200 What must I do to comply with this part?

There are two general requirements if you are a recipient other than an individual.

(a) First, you must make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part. The specific measures that you must take in this regard are described in more detail in subsequent sections of this subpart. Briefly, those measures are to—

(1) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see §§3021.205 through 3021.220); and

(2) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see §3021.225).

(b) Second, you must identify all known workplaces under your Federal awards (see §3021.230).

§3021.205 What must I include in my drug-free workplace statement?

You must publish a statement that—

(a) Tells your employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in your workplace;

(b) Specifies the actions that you will take against employees for violating that prohibition; and

(c) Lets each employee know that, as a condition of employment under any award, he or she:

(1) Will abide by the terms of the statement; and

(2) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace and must do so no more than five calendar days after the conviction.

§3021.210 To whom must I distribute my drug-free workplace statement?

You must require that a copy of the statement described in §3021.205 be given to each employee who will be engaged in the performance of any Federal award.

§3021.215 What must I include in my drug-free awareness program?

You must establish an ongoing drug-free awareness program to inform employees about—

(a) The dangers of drug abuse in the workplace;

(b) Your policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation, and employee assistance programs; and

(d) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

§3021.220 By when must I publish my drug-free workplace statement and establish my drug-free awareness program?

If you are a new recipient that does not already have a policy statement as described in §3021.205 and an ongoing awareness program as described in §3021.215, you must publish the statement and establish the program by the time given in the following table:

If . . .	then you . . .
(a) The performance period of the award is less than 30 days.	must have the policy statement and program in place as soon as possible, but before the date on which performance is expected to be completed.
(b) The performance period of the award is 30 days or more.	must have the policy statement and program in place within 30 days after award.
(c) You believe there are extraordinary circumstances that will require more than 30 days for you to publish the policy statement and establish the awareness program.	may ask the Department of Agriculture awarding official to give you more time to do so. The amount of additional time, if any, to be given is at the discretion of the awarding official.

§3021.225 What actions must I take concerning employees who are convicted of drug violations in the workplace?

There are two actions you must take if an employee is convicted of a drug violation in the workplace:

(a) First, you must notify Federal agencies if an employee who is engaged in the performance of an award informs you about a conviction, as required by §3021.205(c)(2), or you otherwise learn of the conviction. Your notification to the Federal agencies must

(1) Be in writing;

(2) Include the employee's position title;

(3) Include the identification number(s) of each affected award;

(4) Be sent within ten calendar days after you learn of the conviction; and

(5) Be sent to every Federal agency on whose award the convicted employee was working. It must be sent to every awarding official or his or her official designee, unless the Federal agency has specified a central point for the receipt of the notices.

(b) Second, within 30 calendar days of learning about an employee's conviction, you must either

(1) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or

(2) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

§ 3021.230 How and when must I identify workplaces?

(a) You must identify all known workplaces under each Department of Agriculture award. A failure to do so is a violation of your drug-free workplace requirements. You may identify the workplaces__

(1) To the Department of Agriculture official that is making the award, either at the time of application or upon award; or

(2) In documents that you keep on file in your offices during the performance of the award, in which case you must make the information available for inspection upon request by Department of Agriculture officials or their designated representatives.

(b) Your workplace identification for an award must include the actual address of buildings (or parts of buildings) or other sites where work under the award takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

(c) If you identified workplaces to the Department of Agriculture awarding official at the time of application or award, as described in paragraph (a)(1) of this section, and any workplace that you identified changes during the performance of the award, you must inform the Department of Agriculture awarding official.

Subpart C—Requirements for Recipients Who Are Individuals

§ 3021.300 What must I do to comply with this part if I am an individual recipient?

As a condition of receiving a(n) Department of Agriculture award, if you are an individual recipient, you must agree that—

(a) You will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity related to the award; and

(b) If you are convicted of a criminal drug offense resulting from a violation occurring during the conduct of any award activity, you will report the conviction:

(1) In writing.

(2) Within 10 calendar days of the conviction.

(3) To the Department of Agriculture awarding official or other designee for each award that you currently have, unless § 3021.301 or the award document designates a central point for the receipt of the notices. When notice is made to a central point, it must include the identification number(s) of each affected award.

§ 3021.301 [Reserved]

Subpart D—Responsibilities of Department of Agriculture Awarding Officials

§ 3021.400 What are my responsibilities as a(n) Department of Agriculture awarding official?

As a(n) Department of Agriculture awarding official, you must obtain each recipient's agreement, as a condition of the award, to comply with the requirements in—

(a) Subpart B of this part, if the recipient is not an individual; or

(b) Subpart C of this part, if the recipient is an individual.

CROSS REFERENCE: See also Office of Management and Budget notice published at 54 FR 52306, December 20, 1989.

Subpart A—General

§3018.100 Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative ageement to pay 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 any of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, set forth in Appendix A, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form, set forth in Appendix B, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, set forth in Appendix A, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form, set forth in Appendix B, if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

§3018.105 Definitions.

For purposes of this part:

(a) *Agency*, as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

(b) *Covered Federal action* means any of the following Federal actions:

(1) The awarding of any Federal contract;

(2) The making of any Federal grant;

(3) The making of any Federal loan;

(4) The entering into of any cooperative agreement; and,

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan. Loan guarantees and loan insurance are addressed independently within this part.

(c) *Federal contract* means an acquisition contract awarded by an agency, including those subject to the Federal Acquisition Regulation (FAR), and any other acquisition contract for real or personal property or services not subject to the FAR.

(d) *Federal cooperative agreement* means a cooperative agreement entered into by an agency.

(e) *Federal grant* means an award of financial assistance in the form of money, or property in lieu of money, by the Federal Government or a direct

appropriation made by law to any person. The term does not include technical assistance which provides services instead of money, or other assistance in the form of revenue sharing, loans, loan guarantees, loan insurance, interest subsidies, insurance, or direct United States cash assistance to an individual.

(f) *Federal loan* means a loan made by an agency. The term does not include loan guarantee or loan insurance.

(g) *Indian tribe* and *tribal organization* have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

(h) *Influencing or attempting to influence* means making, with the intent to influence, any communication to or appearance before an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

(i) *Loan guarantee* and *loan insurance* means an agency's guarantee or insurance of a loan made by a person.

(j) *Local government* means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

(k) *Officer or employee of an agency* includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;

(2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;

(3) A special Government employee as defined in section 202, title 18, U.S. Code; and,

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

(l) *Person* means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

(m) *Reasonable compensation* means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

(n) *Reasonable payment* means, with respect to perfessional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

(o) *Recipient* includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

(p) *Regularly employed* means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement or a commitment providing for the United States to insure or guarantee a loan, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, cooperative agreement, loan insurance commitment, or loan guarantee commitment. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as

soon as he or she is employed by such person for 130 working days.

(q) *State* means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

§3018.110 Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding $100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding $100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding $100,000 at any tier under a Federal loan exceeding $150,000; or,

(4) A contract or subcontract exceeding $100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

TAB 24

Accomplishment Report Requirements
(7 CFR 3016 & 7 CFR 3019)

- Performance reports will not be required more frequently than quarterly.
- Annual reports are due 90 calendar days after the award year.
- Quarterly or semi-annual reports are due 30 days after the reporting period.
- Final performance reports are due 90 calendar days after the expiration or termination of the award.
- Recipients are not required to submit more than one original and two copies of performance reports.
- Performance reports should contain the following information:
  - ✓ A comparison of actual accomplishments to the objectives established for the period.
  - ✓ Reasons why established goals were not met.
  - ✓ Other pertinent information including analysis and explanation of cost overruns or high unit costs.
- Recipients should notify the Federal Awarding Agency of developments that have a significant impact on the award-supported activities.
- Notification should be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification should include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

Accomplishment Reports:

Recipients are responsible for managing, monitoring, and reporting program performance to ensure that adequate progress is being made toward achieving the objectives of the award program activities. These reports should contain a comparison of actual accomplishments with the goals and objectives established for the period.

APHIS will determine how frequently the Accomplishment Reports should be submitted. You will find that information in Article 4d of the Notice of Award.

APHIS may not require them more frequently than quarterly or less frequently than annually. Interim quarterly reports are due no later than 30 days after the end of each quarter and the final report is due no later than 90 days after the NOA expires or is terminated. For a program starting more than 45 days into a quarter, the first report will be due at the end of the next quarter. Extension requests for reports must be justified and done in writing to APHIS before the expiration of the intial 30 or 90 day report submission period.

Overdue Reports:

When reports are late (usually within 30 days of being late):

1) the ADODR will send a letter to the recipient notifying him/her of the delinquency and requesting the report. The letter should ask for the reason why the report is late.

2) after no response within 30 days of the date of the first letter, the ADODR should send a second letter stating that the report must be received within 15 days. The letter should also advise the recipient that failure to submit the reports could result in suspension of the award, if it's still active, or withholding of any additional awards for the project.

3) 30 days after the date of the second letter and still no reply, APHIS can withhold additional payments for the project until the reports are received.

If the recipient provides an acceptable explanation as to why the reports are late, the ADODR may extend the due date or waive the reporting requirements.

Other actions that may be taken:

1) Withhold additional awards that have been approved and are pending for the specific project.

2) Contact the Agreements Services Center, who will consult with the Office of the General Counsel to consider legal action for recovery of the award funds and other legal remedies available.

3) Make a site visit to determine whether the recipient is violating other terms of the agreement

The Agreement Services Center should receive copies of all correspondence.

Site Visits -

APHIS may conduct site visits to determine whether the recipient has complied with Federal laws and regulations within the terms of the agreement. The Review and Analysis Branch work with the Agreements Specialists to discuss financial and programmatic concerns of a particular agreement. Some cooperative agreement/grant characteristics that should be considered in selecting projects for onsite monitoring are:

1. Cost and total support. Recipients with high-cost projects or with high composite levels of support from several different funding authorities within and agency may require closer monitoring.
2. Complexity. A project with multiple objectives or one involving experimental research techniques are examples of complex projects.
3. Age of Program. A new program, or one whose legislation has recently undergone substantial change, may require closer monitoring than a long-established program.
4. Prior indications of problems. Available audit or evaluation findings, recipient requests for assistance, or data on the financial stability of an organization, may indicate a need for close monitoring.
5. Experience of Recipient. A new or unstable organization, one receiving grants for the first time, or one with inexperienced key personnel may require close monitoring as well as technical assistance.
6. Length of Grant. A multi-year award, particularly one up for continuation funding, may require closer monitoring than a single year grant. Continuation awards, for which site visits have never taken place, may take precedence over new ones.
7. Time Since Last Visit. Recipients that have not been recently or previously visited may have priority for site visits.
8. Geographic Location. The more recipients near each other, the less expensive it would be to visit all of them.
9. Agency Priority. Projects of high visibility and priority with the Agency, or of high interest to Congress, the executive branch, or the public – may be given priority for site visits.
10. Recipients with effective procedures for monitoring grant programs and funds may be visited so that their methods can be shared with other recipients.

Site visits during the active period of the agreement can take several forms, with periodic interaction by program officials to:

- Review project status and address issues of concern to cooperators and APHIS program managers
- Verify inventory of equipment and supplies
- Share program data collected
- Review program spending, look at financial records, if necessary. Ensure that spending is consistent with budget and doesn't require more or less money
- When needed, the ADODR can request assistance from the agreement specialist and/or budget staff. The ADODR can also make a formal request to the Review and Analysis Branch (RAB) to perform a compliance review if there are significant concerns
- RAB compliance reviews generally occur after the funding period expires, unless concerns are significant enough to warrant an immediate review
- A site visit/review may be made by the awarding official's staff at any time during the effective period of the grant. The staff can also participate in the RAB review if appropriate and/or necessary

APPROVING the SF-270

The SF-270 is:

- Prepared by the Cooperator and forwarded to the ADODR or Agreement Specialist, either process is acceptable.
- Used to obtain advances or reimbursements of expenditures for the **current funding period.**
- A standard form approved by OMB. In accordance with the regulations recipients must use this standard form in order to be reimbursed or advanced funds. **A general contract Invoice is not acceptable.**

Before Approving the SF-270 use this checklist to help you ensure all items are correct:

- ☐ Ensure Block 1.a and 1.b are checked and properly reflect the circumstance.
- ☐ Verify with the recipient that if the "Final" in box 1 check that indeed this is the "Final" Request, and then contact your agreement specialist to begin close out procedures.
- ☐ Does Block 4 properly reflect the current agreement number?
- ☐ Does Block 5 reflect the appropriate sequential control number for the funding period (starts with #1 for each year)?
- ☐ Do Blocks 6 and 7, and 9 reflect the appropriate recipient information?
- ☐ Does Block 8 reflect dates consistent with the funding period, and does each SF-270 submitted reflect a "From" date that picks up the day after the previous SF-270's "To" date.
- ☐ Does Block 10 reflect an assigned payees name and address when the payment goes to another organization under the terms of the agreement (an infrequent occurrence)?
- ☐ Does Block 11.a reflect an amount consistent with the current funding period of the agreement and not include any carryover amounts from a previous funding period? Extensions of time granted for a prior year's funding period will be reflected on a separate SF-270 for the year to which it applies. (Reporting for a current year and an extension period must be done separately)
- ☐ Check to make certain the remaining lines in Block 11 reflect amounts consistent with the Notice of Award and budget (including the cost-share as payments should be requested in amounts that show cost share as reflected in these documents)
- ☐ Does Block 11 reflect a separate breakout by column for each separate work plan and APHIS appropriation to which the agreement is charged?
- ☐ Are the amounts being requested for payment consistent with the cash flow requirements indicated on the SF-424A, Section D, or are they excessive? If they are less than anticipated, is work progressing as planned? APHIS policy limits cash advances to quarterly forecasted cash needs.
- ☐ Did the cooperator's authorized official sign and complete Block 13 as requested?
- ☐ Is the math correct?

As the ADODR is it also your responsibility to recover any funds (with interest if applicable) that were advanced in excess of needs. If a recipient is ever advanced an amount that is left unobligated please contact your agreement specialist to determine the proper procedure.

When approving an SF-270 you must insert the appropriate certification statement on the SF-270, depending on whether it is an advance or reimbursement, then sign and date it.

- **Advance**: I certify that to the best of my knowledge this advance is necessary to meet planned activities under this agreement. I have examined and certify that this request is correct for payment.
- **Reimbursement**: I certify that program accomplishments to date meet planned activities. I have examined and certify that this request is correct for payment.

Once the SF-270 is signed and dated, please forward it to your Agreements Specialist.

REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO. 0348-0004

1. TYPE OF PAYMENT REQUESTED
   a. "X" one or both boxes: ☐ ADVANCE ☑ REIMBURSEMENT
   b. "X" the applicable box: ☐ FINAL ☑ PARTIAL

2. BASIS OF REQUEST: ☐ CASH ☑ ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED: USDA, APHIS, VS

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY: 11-9xxx-xxxx-CA

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST: 2

6. EMPLOYER IDENTIFICATION NUMBER: 12-345

7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER: 11-87-6

8. PERIOD COVERED BY THIS REQUEST
   FROM *(month, day, year)*: 02-01-2011
   TO *(month, day, year)*: 02-28-2011

9. RECIPIENT ORGANIZATION
   Name: New York Department of Agriculture
   Number and Street: 10 Airline Drive
   City, State and ZIP Code: Albany, NY 12235

10. PAYEE *(Where check is to be sent if different than item 9)*
   Name: Same as 9
   Number and Street:
   City, State and ZIP Code:

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES ▶		(a)	(b)	(c)	TOTAL
a. Total program outlays to date *(As of date)*		$ 127,750.00	$	$	$ 127,750.00
b. *Less:* Cumulative program income					0.00
c. Net program outlays *(Line a minus line b)*		127,750.00	0.00	0.00	127,750.00
d. Estimated net cash outlays for advance period					0.00
e. Total *(Sum of lines c & d)*		127,750.00	0.00	0.00	127,750.00
f. Non-Federal share of amount on line e		79,550.00			79,550.00
g. Federal share of amount on line e		48,200.00			48,200.00
h. Federal payments previously requested		21,300.00			21,300.00
i. Federal share now requested *(Line g minus line h)*		26,900.00	0.00	0.00	26,900.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month				0.00
	2nd month				0.00
	3rd month				0.00

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	$
b. *Less:* Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested *(Line a minus line b)*	$ 0.00

(Continued on Reverse)

13. CERTIFICATION		
I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED March 4, 2011
	TYPED OR PRINTED NAME AND TITLE Jane Smith, Financial Manager NY Department of Agriculure	TELEPHONE (AREA CODE, NUMBER, EXTENSION)

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

Item	*Entry*
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.
4	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.
8	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.
Note:	The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.
11	The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
11a	Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
13	Complete the certification before submitting this request.

REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO. 0348-0004

1. TYPE OF PAYMENT REQUESTED
   a. "X" one or both boxes: ☐ ADVANCE ☑ REIMBURSEMENT
   b. "X" the applicable box: ☑ FINAL ☐ PARTIAL

2. BASIS OF REQUEST: ☐ CASH ☑ ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED: USDA, APHIS, VS

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY:

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST:

6. EMPLOYER IDENTIFICATION NUMBER:

7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER:

8. PERIOD COVERED BY THIS REQUEST
   FROM *(month, day, year)*: 01-01-11
   TO *(month, day, year)*: 03-31-11

9. RECIPIENT ORGANIZATION
   Name: New York Department of Agriculture
   Number and Street:
   City, State and ZIP Code:

10. PAYEE *(Where check is to be sent if different than item 9)*
   Name: Same as 9
   Number and Street:
   City, State and ZIP Code:

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES ➤		(a)	(b)	(c)	TOTAL
a. Total program outlays to date *(As of date)*		$	$	$	$ 0.00
b. *Less:* Cumulative program income					0.00
c. Net program outlays *(Line a minus line b)*		0.00	0.00	0.00	0.00
d. Estimated net cash outlays for advance period					0.00
e. Total *(Sum of lines c & d)*		0.00	0.00	0.00	0.00
f. Non-Federal share of amount on line e					0.00
g. Federal share of amount on line e					0.00
h. Federal payments previously requested					0.00
i. Federal share now requested *(Line g minus line h)*		0.00	0.00	0.00	0.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month				0.00
	2nd month				0.00
	3rd month				0.00

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	$ 26,900.00
b. *Less:* Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested *(Line a minus line b)*	$ 26,900.00

(Continued on Reverse)

13.	CERTIFICATION	
I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED April 4, 2011
	TYPED OR PRINTED NAME AND TITLE	TELEPHONE (AREA CODE, NUMBER, EXTENSION)

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

Item	*Entry*
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.
4	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.
8	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.
Note:	The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.
11	The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
11a	Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
13	Complete the certification before submitting this request.

TAB 25

SITE VISITS/MONITORING

(no handout)

TAB 26

REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO. 0348-0004

1. TYPE OF PAYMENT REQUESTED

a. *"X" one or both boxes*
☐ ADVANCE ☑ REIMBURSEMENT

b. *"X" the applicable box*
☐ FINAL ☑ PARTIAL

2. BASIS OF REQUEST
☐ CASH
☑ ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED
USDA, APHIS, VS

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY
11-9xxx-xxxx-CA

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST
2

6. EMPLOYER IDENTIFICATION NUMBER
12-345

7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER
11-87-6

8. **PERIOD COVERED BY THIS REQUEST**

FROM *(month, day, year)* 02-01-2011

TO *(month, day, year)* 02-28-2011

9. RECIPIENT ORGANIZATION

Name: New York Department of Agriculture

Number and Street: 10 Airline Drive

City, State and ZIP Code: Albany, NY 12235

10. PAYEE *(Where check is to be sent if different than item 9)*

Name: Same as 9

Number and Street:

City, State and ZIP Code:

11. **COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED**

PROGRAMS/FUNCTIONS/ACTIVITIES ►		(a)	(b)	(c)	TOTAL
a. Total program outlays to date *(As of date)*		$ 113,240.00	$	$ 127,750.00	$ 240,990.00
b. *Less:* Cumulative program income					0.00
c. Net program outlays *(Line a minus line b)*		113,240.00	0.00	127,750.00	240,990.00
d. Estimated net cash outlays for advance period					0.00
e. Total *(Sum of lines c & d)*		113,240.00	0.00	127,750.00	240,990.00
f. Non-Federal share of amount on line e		70,515.00		79,550.00	150,065.00
g. Federal share of amount on line e		42,725.00		48,200.00	90,925.00
h. Federal payments previously requested		26,327.00		21,300.00	47,627.00
i. Federal share now requested *(Line g minus line h)*		16,398.00	0.00	26,900.00	43,298.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month				0.00
	2nd month				0.00
	3rd month				0.00

12. **ALTERNATE COMPUTATION FOR ADVANCES ONLY**

a. Estimated Federal cash outlays that will be made during period covered by the advance	$
b. *Less:* Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested *(Line a minus line b)*	$ 0.00

(Continued on Reverse)

13. CERTIFICATION		
I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED July 12, 2011
	TYPED OR PRINTED NAME AND TITLE Jane Smith, Financial Manager NY Department of Agriculture	TELEPHONE (AREA CODE, NUMBER, EXTENSION)

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

Item	*Entry*
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.
4	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.
8	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.
Note:	The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.
11	The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
11a	Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
13	Complete the certification before submitting this request.

CHECKLIST FOR REVIEWING THE SF-270

Ensure all blocks are properly completed and properly reflect the funding period and amounts, including the implied or stated cost share stated in the Notice of Award. Some particular areas where we find errors include:

Ensure Block 1.a and 1.b are checked and properly reflect the circumstance.

Does Block 4 properly reflect the correct agreement number?

Does Block 5 reflect the appropriate sequential control number for the funding period? (starts with #1 for each year).

Are Blocks 6 and 7, and 9 showing the appropriate recipient information.

Does Block 8 reflect dates within the effective period of the award document.

Does Block 10 reflect an assigned payees name and address when the payment goes to another organization under the terms of the agreement?

Does Block 11.a reflect an amount consistent with the current funding period of the agreement and not include any carryover amounts from a previous funding period. Extensions of time granted for a prior year's funding period will be reflected on a separate SF-270 for the year to which it applies.

Check to make certain the remaining lines in Block 11 reflect amounts consistent with the Notice of Award and budget (including the cost-share as payments should be requested in amounts that show cost share as reflected in these documents).

Does Block 11 reflect a separate breakout by column for each separate work plan and APHIS appropriation to which the agreement is charged?

Is the math correct?

Did the cooperator's authorized official sign and complete Block 13 as requested.

Did the APHIS ADODR insert the proper certification statement (advance versus reimbursement) in the space indicated for agency use, sign and date?

Advance: I certify that to the best of my knowledge this advance is necessary to meet planned activities under this agreement. I have examined and certify that this request is correct for payment.

Reimbursement: I certify that program accomplishments to date meet planned activities. I have examined and certify that this request is correct for payment.

TAB 27

FEDERAL FINANCIAL REPORT

(Follow form instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)	Page 1	of pages
3. Recipient Organization (Name and complete address including Zip code)			

4a. DUNS Number	4b. EIN	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)	6. Report Type ☐ Quarterly ☐ Semi-Annual ☐ Annual ☐ Final	7. Basis of Accounting ☐ Cash ☐ Accrual

8. Project/Grant Period From: (Month, Day, Year)	To: (Month, Day, Year)	9. Reporting Period End Date (Month, Day, Year)

10. **Transactions**	Cumulative
(Use lines a-c for single or multiple grant reporting)	
Federal Cash (To report multiple grants, also use FFR Attachment):	
a. Cash Receipts	
b. Cash Disbursements	
c. Cash on Hand (line a minus b)	
(Use lines d-o for single grant reporting)	
Federal Expenditures and Unobligated Balance:	
d. Total Federal funds authorized	
e. Federal share of expenditures	
f. Federal share of unliquidated obligations	
g. Total Federal share (sum of lines e and f)	
h. Unobligated balance of Federal funds (line d minus g)	
Recipient Share:	
i. Total recipient share required	
j. Recipient share of expenditures	
k. Remaining recipient share to be provided (line i minus j)	
Program Income:	
l. Total Federal program income earned	
m. Program income expended in accordance with the deduction alternative	
n. Program income expended in accordance with the addition alternative	
o. Unexpended program income (line l minus line m or line n)	

	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
11. Indirect Expense							
				g. Totals:			

12. *Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:*

13. Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalities. (U.S. Code, Title 18, Section 1001)

a. Typed or Printed Name and Title of Authorized Certifying Official	c. Telephone (Area code, number and extension) d. Email address
b. Signature of Authorized Certifying Official	e. Date Report Submitted (Month, Day, Year)
	14. Agency use only:

Standard Form 425
OMB Approval Number: 0348-0061
Expiration Date: 10/31/2011

Paperwork Burden Statement
According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0061. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0060), Washington, DC 20503.

Federal Financial Report Instructions

Report Submissions

1) Recipients will be instructed by Federal agencies to submit the *Federal Financial Report* (*FFR*) to a single location, except when an automated payment management reporting system is utilized. In this case, a second submission location may be required by the agency.

2) If recipients need more space to support their *FFR*s, or *FFR* Attachments, they should provide supplemental pages. These additional pages must indicate the following information at the top of each page: Federal grant or other identifying number (if reporting on a single award), recipient organization, Data Universal Numbering System (DUNS) number, Employer Identification Number (EIN), and period covered by the report.

Reporting Requirements

1) The submission of interim *FFR*s will be on a quarterly, semi-annual, or annual basis, as directed by the Federal agency. A final *FFR* shall be submitted at the completion of the award agreement. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, or 12/31. For final *FFR*s, the reporting period end date shall be the end date of the project or grant period.
2) Quarterly and semi-annual interim reports shall be submitted no later than 30 days after the end of each reporting period. Annual reports shall be submitted no later than 90 days after the end of each reporting period. Final reports shall be submitted no later than 90 days after the project or grant period end date.

Note: For single award reporting:

1) Federal agencies may require both cash management information on lines 10(a) through 10(c) and financial status information lines 10(d) through 10(o).

2) 10(b) and 10(e) may not be the same until the final report.

Line Item Instructions for the Federal Financial Report

FFR Number	Reporting Item	Instructions
Cover Information		
1	Federal Agency and Organizational Element to Which Report is Submitted	Enter the name of the Federal agency and organizational element identified in the award document or as instructed by the agency.
2	Federal Grant or Other Identifying Number Assigned by Federal Agency	For a single award, enter the grant number assigned to the award by the Federal agency. For multiple awards, report this information on the *FFR* Attachment. *Do not complete this box if reporting on multiple awards.*
3	Recipient Organization	Enter the name and complete address of the recipient organization including zip code.
4a	DUNS Number	Enter the recipient organization's Data Universal Numbering System (DUNS) number or Central Contract Registry extended DUNS number.
4b	EIN	Enter the recipient organization's Employer Identification Number (EIN).
5	Recipient Account Number or Identifying Number	Enter the account number or any other identifying number assigned by the recipient to the award. This number is for the recipient's use only and is not required by the Federal agency. For multiple awards, report this

FFR Number	Reporting Item	Instructions
		information on the *FFR* Attachment. *Do not complete this box if reporting on multiple awards.*
6	Report Type	Mark appropriate box. *Do not complete this box if reporting on multiple awards.*
7	Basis of Accounting (Cash/Accrual)	Specify whether a cash or accrual basis was used for recording transactions related to the award(s) and for preparing this FFR. Accrual basis of accounting refers to the accounting method in which expenses are recorded when incurred. For cash basis accounting, expenses are recorded when they are paid.
8	Project/Grant Period, From**:** (Month, Day, Year)	Indicate the period established in the award document during which Federal sponsorship begins and ends. Note: Some agencies award multi-year grants for a project period that is funded in increments or budget periods (typically annual increments). Throughout the project period, agencies often require cumulative reporting for consecutive budget periods. Under these circumstances, enter the beginning and ending dates of the project period not the budget period. *Do not complete this line if reporting on multiple awards.*
	Project/Grant Period, To**:** (Month, Day, Year)	See the above instructions for "Project/Grant Period, From**:** (Month, Day, Year)."
9	Reporting Period End Date**:** (Month, Day, Year)	Enter the ending date of the reporting period. For quarterly, semi-annual, and annual interim reports, use the following reporting period end dates: 3/31, 6/30, 9/30, or 12/31. For final *FFR*s, the reporting period end date shall be the end date of the project or grant period.
10	**Transactions** Enter cumulative amounts from date of the inception of the award through the end date of the reporting period specified in line 9. Use Lines 10a through 10c, Lines 10d through 10o, or Lines 10a through 10o, as specified by the Federal agency, when reporting on single grants. Use Line 12, Remarks, to provide any information deemed necessary to support or explain *FFR* data.	
Federal Cash (To report multiple grants, also use FFR Attachment)		
10a	Cash Receipts	Enter the cumulative amount of actual cash received from the Federal agency as of the reporting period end date.
10b	Cash Disbursements	Enter the cumulative amount of Federal fund disbursements (such as cash or checks) as of the reporting period end date. Disbursements are the sum of actual cash disbursements for direct charges for goods and services, the amount of indirect expenses charged to the award, and the amount of cash advances and payments made to subrecipients and contractors. For multiple grants, report each grant separately on the *FFR* Attachment. The sum of the cumulative cash disbursements on the *FFR* Attachment must equal the amount entered on Line 10b, *FFR*.
10c	Cash On Hand (Line 10a Minus Line 10b	Enter the amount of Line 10a minus Line 10b. This amount represents immediate cash needs. If more than three business days of cash are on hand, the Federal agency may require an explanation

FFR Number	Reporting Item	Instructions
		on Line 12, Remarks, explaining why the drawdown was made prematurely or other reasons for the excess cash.
Federal Expenditures and Unobligated Balance: Do not complete this section if reporting on multiple awards.		
10d	Total Federal Funds Authorized	Enter the total Federal funds authorized as of the reporting period end date.
10e	Federal Share of Expenditures	Enter the amount of Federal fund expenditures. For reports prepared on a cash basis, expenditures are the sum of cash disbursements for direct charges for property and services; the amount of indirect expense charged; the value of third-party in-kind contributions applied; and the amount of cash advance payments and payments made to subrecipients. For reports prepared on an accrual basis, expenditures are the sum of cash disbursements for direct charges for property and services; the amount of indirect expense incurred; the value of in-kind contributions applied; and the net increase or decrease in the amounts owed by the recipient for (1) goods and other property received; (2) services performed by employees, contractors, subrecipients, and other payees; and (3) programs for which no current services or performance are required. Do not include program income expended in accordance with the deduction alternative, rebates, refunds, or other credits. (Program income expended in accordance with the deduction alternative should be reported separately on Line 10o.)
10f	Federal Share of Unliquidated Obligations	Unliquidated obligations on a cash basis are obligations incurred, but not yet paid. On an accrual basis, they are obligations incurred, but for which an expenditure has not yet been recorded. Enter the Federal portion of unliquidated obligations. Those obligations include direct and indirect expenses incurred but not yet paid or charged to the award, including amounts due to subrecipients and contractors. On the final report, this line should be zero unless the awarding agency has provided other instructions. *Do not include any amount in Line 10f that has been reported in Line 10e. Do not include any amount in Line 10f for a future commitment of funds (such as a long-term contract) for which an obligation or expense has not been incurred.*
10g	Total Federal Share (Sum of Lines 10e and 10f)	Enter the sum of Lines 10e and 10f.
10h	Unobligated Balance of Federal Funds (Line 10d Minus Line 10g)	Enter the amount of Line 10d minus Line 10g.
Recipient Share: Do not complete this section if reporting on multiple awards.		
10i	Total Recipient Share Required	Enter the total required recipient share for reporting period specified in line 9. The required recipient share should include all matching and cost sharing provided by recipients and third-party providers to meet the level required by the Federal agency. This amount should not include cost sharing and match amounts in excess of the amount required by the Federal agency (for example, cost overruns for which the recipient incurs additional expenses and, therefore, contributes a greater level of cost

FFR Number	Reporting Item	Instructions
		sharing or match than the level required by the Federal agency).
10j	Recipient Share of Expenditures	Enter the recipient share of actual cash disbursements or outlays (less any rebates, refunds, or other credits) including payments to subrecipients and contractors. This amount may include the value of allowable third party in-kind contributions and recipient share of program income used to finance the non-Federal share of the project or program. Note: On the final report this line should be equal to or greater than the amount of Line 10i.
10k	Remaining Recipient Share to be Provided (Line 10i Minus Line10j)	Enter the amount of Line 10i minus Line 10j. If recipient share in Line 10j is greater than the required match amount in Line 10i, enter zero.
Program Income: Do not complete this section if reporting on multiple awards.		
10l	Total Federal Program Income Earned	Enter the amount of Federal program income earned. Do not report any program income here that is being allocated as part of the recipient's cost sharing amount included in Line10j.
10m	Program Income Expended in Accordance With the Deduction Alternative	Enter the amount of program income that was used to reduce the Federal share of the total project costs.
10n	Program Income Expended in Accordance With the Addition Alternative	Enter the amount of program income that was added to funds committed to the total project costs and expended to further eligible project or program activities.
10o	Unexpended Program Income (Line 10l Minus Line 10m or Line 10n)	Enter the amount of Line 10l minus Line 10m or Line 10n. This amount equals the program income that has been earned but not expended, as of the reporting period end date.
11	**Indirect Expense:** Complete this information only if required by the awarding agency and in accordance with agency instructions.	
11a	Type of Rate(s)	State whether indirect cost rate(s) is Provisional, Predetermined, Final, or Fixed.
11b	Rate	Enter the indirect cost rate(s) in effect during the reporting period.
11c	Period From; Period To	Enter the beginning and ending effective dates for the rate(s).
11d	Base	Enter the amount of the base against which the rate(s) was applied.
11e	Amount Charged	Enter the amount of indirect costs charged during the time period specified. (Multiply 11b. x 11d.)
11f	Federal Share	Enter the Federal share of the amount in 11e.
11g	Totals	Enter the totals for columns 11d, 11e, and 11f.
Remarks, Certification, and Agency Use Only		
12	Remarks	Enter any explanations or additional information required by the Federal sponsoring agency including excess cash as stated in line 10c.
13a	Typed or Printed Name and Title of Authorized Certifying Official	Enter the name and title of the authorized certifying official.
13b	Signature of Authorized Certifying Official	The authorized certifying official must sign here.
13c	Telephone (Area Code, Number and Extension)	Enter the telephone number (including area code and extension) of the individual listed in Line 13a.
13d	E-mail Address	Enter the e-mail address of the individual listed in Line 13a.

FFR Number	Reporting Item	Instructions
13e	Date Report Submitted (Month, Day, Year)	Enter the date the *FFR* is submitted to the Federal agency using the month, day, year format.
14	Agency Use Only	This section is reserved for Federal agency use.

Line Item Instructions for the Federal Financial Report Attachment

(To be completed if reporting on cash management activity for multiple grants.)

Box Number	Reporting Item	Instructions
1	Federal Agency and Organizational Element to Which Report is Submitted	Enter the name of the Federal agency and organizational element identified in the award document or otherwise instructed by the agency. (This information should be identical to that entered in Box 1, *FFR*.)
2	Recipient Organization	Enter the name and complete address of the recipient organization including zip code. (Same information as entered in Box 3, *FFR*.)
3a	DUNS Number	Enter the recipient organization's Data Universal Numbering System (DUNS) number or Central Contract Registry extended DUNS number. (Same information as entered in Box 4a, *FFR*.)
3b	EIN	Enter the recipient organization's Employer Identification Number (EIN). (Same information as entered in Box 4b, *FFR*.)
4	Reporting Period End Date: (Month, Day, Year)	Enter the ending date of the reporting period of this report. (Same information as entered in Box 9, *FFR*.)
5	Federal Grant Number	Enter the grant number assigned to each award by the Federal agency.
	Recipient Account Number	Enter the account number or any other identifying number assigned by the recipient to each award. This number is for the recipient's use only and is not required by the Federal agency.
	Cumulative Federal Cash Disbursement	Enter the cumulative amount of the Federal share of cash disbursed for each award. Cash disbursements are the sum of actual cash disbursements for direct charges for goods and services, the amount of indirect expenses charged to the award, and the amount of cash advances and payments made to subrecipients and contractors.
	Total	Enter the total for the Cumulative Cash Disbursement. This column should equal the amount reported on Line 10b, *FFR*.

Supplemental Instruction for Use when Completing SF425, FEDERAL FINANCIAL REPORT

http://www.aphis.usda.gov/mrpbs/forms/grant_financial_forms.shtml

BLOCK 1:

1. Federal Agency and Organizational Element to Which Report is Submitted

- Enter the name of the Federal agency and organizational element identified in the award document or otherwise instructed by the agency. (This information should be identical to that entered in Box 1, FFR.)

BLOCK 2:

2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)

- Enter the name and complete address of the recipient organization including zip code. (Same information as entered in Box 3, FFR.)

BLOCK 3:

3. Recipient Organization (Name and complete address including Zip code)

- Enter the name and complete address of the recipient organization including zip code.

BLOCK 4:

4a. DUNS Number

- Enter the ending date of the reporting period of this report. (Same information as entered in Box 9, FFR.)

4b. EIN

- Enter the recipient organization's Employer Identification Number (EIN).

BLOCK 5:

5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)

- Enter the account number or any other identifying number assigned by the recipient to the award. This number is for the recipient's use only and is not required by the Federal agency. For multiple awards, report this information on the FFR Attachment. Do not complete this box if reporting on multiple awards.

BLOCK 6:

6. Report Type
☐ Quarterly
☐ Semi-Annual
☐ Annual
☐ Final

- Mark appropriate box. Do not complete this box if reporting on multiple awards.

BLOCK 7:

7. Basis of Accounting
☐ Cash ☐ Accrual

- Specify whether a cash or accrual basis was used for recording transactions related to the award(s) and for preparing this FFR. Accrual basis of accounting refers to the accounting method in which expenses are recorded when incurred. For cash basis accounting, expenses are recorded when they are paid.

BLOCK 8:

8. Project/Grant Period From: (Month, Day, Year)	To: (Month, Day, Year)

- Indicate the period established in the award document during which Federal sponsorship begins and ends.

  Note: Some agencies award multi-year grants for a project period that is funded in increments or budget periods (typically annual increments). Throughout the project period, agencies often require cumulative reporting for consecutive budget periods. Under these circumstances, enter the beginning and ending dates of the project period not the budget period.

  Do not complete this line if reporting on multiple awards.

  See the above instructions for "Project/Grant Period, From: (Month, Day, Year)."

BLOCK 9:

9. Reporting Period End Date (Month, Day, Year)

- Enter the ending date of the reporting period. For quarterly, semi-annual, and annual interim reports, use the following reporting period end dates: 3/31, 6/30, 9/30, or 12/31. For final FFRs, the reporting period end date shall be the end date of the project or grant period.

BLOCK 10: Transactions

10. **Transactions**	Cumulative
(Use lines a-c for single or multiple grant reporting)	
Federal Cash (To report multiple grants, also use FFR Attachment):	
a. Cash Receipts	
b. Cash Disbursements	
c. Cash on Hand (line a minus b)	

- Enter cumulative amounts from date of the inception of the award through the end date of the reporting period specified in line 9.
  Use Lines 10a through 10c, Lines 10d through 10o, or Lines 10a through 10o, as specified by the Federal agency, when reporting on single grants. Use Line 12, Remarks, to provide any information deemed necessary to support or explain FFR data.

10a Cash Receipts

- Enter the cumulative amount of actual cash received from the Federal agency as of the reporting period end date.

10b Cash Disbursements

- Enter the cumulative amount of Federal fund disbursements (such as cash or checks) as of the reporting period end date. Disbursements are the sum of actual cash disbursements for direct charges for goods and services, the amount of indirect expenses charged to the award, and the amount of cash advances and payments made to subrecipients and contractors.

For multiple grants, report each grant separately on the FFR Attachment. The sum of the cumulative cash disbursements on the FFR Attachment must equal the amount entered on Line 10b, FFR.

10c Cash On Hand (Line 10a Minus Line 10b)

- Enter the amount of Line 10a minus Line 10b. This amount represents immediate cash needs. If more than three business days of cash are on hand, the Federal agency may require an explanationon Line 12, Remarks, explaining why the drawdown was made prematurely or other reasons for the excess cash.

10. Transactions	Cumulative
(Use lines d-o for single grant reporting)	
Federal Expenditures and Unobligated Balance:	
d. Total Federal funds authorized	
e. Federal share of expenditures	
f. Federal share of unliquidated obligations	
g. Total Federal share (sum of lines e and f)	
h. Unobligated balance of Federal funds (line d minus g)	
Recipient Share:	
i. Total recipient share required	
j. Recipient share of expenditures	
k. Remaining recipient share to be provided (line i minus j)	
Program Income:	
l. Total Federal program income earned	
m. Program income expended in accordance with the deduction alternative	
n. Program income expended in accordance with the addition alternative	
o. Unexpended program income (line l minus line m or line n)	

10d Total Federal Funds Authorized

- Enter the total Federal funds authorized as of the reporting period end date.

10e Federal Share of Expenditures

- Enter the amount of Federal fund expenditures. For reports prepared on a cash basis, expenditures are the sum of cash disbursements for direct charges for property and services; the amount of indirect expense charged; the value of third-party in-kind contributions applied; and the amount of cash advance payments and payments made to subrecipients. For reports prepared on an accrual basis, expenditures are the sum of cash disbursements for direct charges for property and services; the amount of indirect expense incurred; the value of in-kind contributions applied; and the net increase or decrease in the amounts owed by the

recipient for (1) goods and other property received; (2) services performed by employees, contractors, subrecipients, and other payees; and (3) programs for which no current services or performance are required. Do not include program income expended in accordance with the deduction alternative, rebates, refunds, or other credits. (Program income expended in accordance with the deduction alternative should be reported separately on Line 10o.)

10f Federal Share of Unliquidated Obligations

- Unliquidated obligations on a cash basis are obligations incurred, but not yet paid. On an accrual basis, they are obligations incurred, but for which an expenditure has not yet been recorded. Enter the Federal portion of unliquidated obligations. Those obligations include direct and indirect expenses incurred but not yet paid or charged to the award, including amounts due to subrecipients and contractors. On the final report, this line should be zero unless the awarding agency has provided other instructions.

Do not include any amount in Line 10f that has been reported in Line 10e. Do not include any amount in Line 10f for a future commitment of funds (such as a long-term contract) for which an obligation or expense has not been incurred.

10g Total Federal Share (Sum of Lines 10e and 10f)

- Enter the sum of Lines 10e and 10f.

10h Unobligated Balance of Federal Funds (Line 10d Minus Line 10g)

- Enter the amount of Line 10d minus Line 1

10i Total Recipient Share Required

- Enter the total required recipient share for reporting period specified in line 9. The required recipient share should include all matching and cost sharing provided by recipients and third-party providers to meet the level required by the Federal agency. This amount should not include cost sharing and match amounts in excess of the amount required by the Federal agency (for example, cost overruns for which the recipient incurs additional expenses and, therefore, contributes a greater level of cost sharing or match than the level required by the Federal agency).

10j Recipient Share of Expenditures

- Enter the recipient share of actual cash disbursements or outlays (less any rebates, refunds, or other credits) including payments to subrecipients and contractors. This amount may include the value of allowable third party in-kind contributions and recipient share of program income used to finance the non-Federal share of the project or program. Note: On the final report this line should be equal to or greater than the amount of Line 10i.

10k Remaining Recipient Share to be Provided (Line 10i Minus Line10j)

- Enter the amount of Line 10i minus Line 10j. If recipient share in Line 10j is greater than the required match amount in Line 10i, enter zero.

Program Income: Do not complete this section if reporting on multiple awards.

10l Total Federal Program Income Earned

- Enter the amount of Federal program income earned. Do not report any program income here that is being allocated as part of the recipient's cost sharing amount included in Line10j.

10m Program Income Expended in Accordance With the Deduction Alternative

- Enter the amount of program income that was used to reduce the Federal share of the total project costs.

10n Program Income Expended in Accordance With the Addition Alternative

- Enter the amount of program income that was added to funds committed to the total project costs and expended to further eligible project or program activities.

10o Unexpended Program Income (Line 10l Minus Line 10m or Line 10n)

- Enter the amount of Line 10l minus Line 10m or Line 10n. This amount equals the program income that has been earned but not expended, as of the reporting period end date.

BLOCK 11:

	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
11. Indirect Expense							
				g. Totals:			

- Indirect Expense: Complete this information only if required by the awarding agency and in accordance with agency instructions.

11a Type of Rate(s)

- State whether indirect cost rate(s) is Provisional, Predetermined, Final, or Fixed.

11b Rate

- Enter the indirect cost rate(s) in effect during the reporting period.

11c Period From; Period To

- Enter the beginning and ending effective dates for the rate(s).

11d Base

- Enter the amount of the base against which the rate(s) was applied.

11e Amount Charged

- Enter the amount of indirect costs charged during the time period specified. (Multiply 11b. x 11d.)

11f Federal Share

- Enter the Federal share of the amount in 11e.

11g Totals

- Enter the totals for columns 11d, 11e, and 11f.

BLOCK 12:

12. *Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:*

- Enter any explanations or additional information required by the Federal sponsoring agency including excess cash as stated in line 10c.

BLOCK 13:

13. Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalities. (U.S. Code, Title 18, Section 1001)	
a. Typed or Printed Name and Title of Authorized Certifying Official	c. Telephone (Area code, number and extension)
	d. Email address
b. Signature of Authorized Certifying Official	e. Date Report Submitted (Month, Day, Year)

13a Typed or Printed Name and Title of Authorized Certifying Official

- Enter the name and title of the authorized certifying official.

13b

- The authorized certifying official must sign here.

13c

- Enter the telephone number (including area code and extension) of the individual listed in Line 13a.

13d

- Enter the e-mail address of the individual listed in Line 13a.

13e

- Enter the date the FFR is submitted to the Federal agency using the month, day, year format.

BLOCK 14:

14. Agency use only:

This section is reserved for Federal agency use.

CHECKLIST FOR COMPLETING THE FEDERAL FINANCIAL REPORT (SF 425)

Please ensure all boxes are completed properly. Some areas which may need attention to detail are listed below.

- ✓ Does block one have the correct Federal Agency recorded?
- ✓ Does block 2 have the correct agreement number assigned to the award recorded?
- ✓ Does block 3 have the correct organization and address listed?
- ✓ Does block 4a have the correct DUNS number? And is block 4b complete with the correct EIN number?
- ✓ Is block 6 checked properly? Did they mark "final" if necessary?
- ✓ Does block 8 reflect the correct dates of award?
- ✓ Does the date in block 9 fall within dates of award?
- ✓ Does block 10a reflect the actual amount of cash received from the Federal Government within the reporting period?
- ✓ Does block 10b reflect the correct amount of Federal funds disbursed within the reporting period end date?
- ✓ Is the total amount of cash on hand in block 10c correct? Is an explanation needed as to why there is excess cash?
- ✓ Does block 10d reflect the correct amount of Federal funds authorized for the award?
- ✓ Does block 10e reflect the correct amount of Federal funds expended?
- ✓ Does block 10f reflect the correct amount of unliquidated obligations?
- ✓ Does block 10g have the correct sum of lines e and f? (total award amount)
- ✓ Does block 10h have the correct unobligated balance of Federal funds recorded?
- ✓ Does block 10i reflect the required recipient share including all matching and cost sharing provided by the recipients and third-party providers to meet the level required by the Federal agency. This amount should not include cost sharing and match amounts in excess of the amount required by the Federal agency

- ✓ Does block 10j reflect the correct amount of the Cooperator's contribution to the award?
- ✓ Are the expenditures correctly documented in block 10k?
- ✓ Does block 10l reflect the total Federal program income earned?
- ✓ Does block 11 reflect indirect costs consistent with the budget to the Notice of Award?
- ✓ Are all the blocks within section 13 complete? Did the Authorized Certifying Official sign?

EXAMPLE: COMPLETED INCORRECTLY

FEDERAL FINANCIAL REPORT

(Follow form instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted US Department of Treasury	2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment) 11-9xxx-xxxx-CA	Page 1	of 1 pages

3. Recipient Organization (Name and complete address including Zip code)
New York Department of Agriculture
10B Airline Drive, Albany, NY 12235

4a. DUNS Number	4b. EIN	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)	6. Report Type	7. Basis of Accounting
806780565	xx-xxxxxxx	N/A	☐ Quarterly ☐ Semi-Annual ☐ Annual ☐ Final	☒ Cash ☐ Accrual

8. Project/Grant Period From: (Month, Day, Year)	To: (Month, Day, Year)	9. Reporting Period End Date (Month, Day, Year)
1/1/11	1/5/12	3/31/11

10. **Transactions**	Cumulative
(Use lines a-c for single or multiple grant reporting)	
Federal Cash (To report multiple grants, also use FFR Attachment):	
a. Cash Receipts	48,200.00
b. Cash Disbursements	48,200.00
c. Cash on Hand (line a minus b)	0
(Use lines d-o for single grant reporting)	
Federal Expenditures and Unobligated Balance:	
d. Total Federal funds authorized	95,400.00
e. Federal share of expenditures	48,200.00
f. Federal share of unliquidated obligations	7,000.00
g. Total Federal share (sum of lines e and f)	55,200.00
h. Unobligated balance of Federal funds (line d minus g)	40,200.00
Recipient Share:	
i. Total recipient share required	155,988.02
j. Recipient share of expenditures	61,295.00
k. Remaining recipient share to be provided (line i minus j)	94,693.00
Program Income:	
l. Total Federal program income earned	0
m. Program income expended in accordance with the deduction alternative	0
n. Program income expended in accordance with the addition alternative	0
o. Unexpended program income (line l minus line m or line n)	0

	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
11. Indirect Expense	predetermined	27.65	7/1/10	6/30/12	96,576.00	26,701.00	10,074.000
				g. Totals:			

12. *Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:*

13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

a. Typed or Printed Name and Title of Authorized Certifying Official	c. Telephone (Area code, number and extension) 1-800-554-4501
	d. Email address john.english@nyda.gov
b. Signature of Authorized Certifying Official	e. Date Report Submitted (Month, Day, Year) 4/20/11
	14. Agency use only:

Standard Form 425 , Qduhrdc 5.17.1/ 0/
OMB Approval Number: 0348-0061
Expiration Date: 10/31/2011

Paperwork Burden Statement
According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0061. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0061), Washington, DC 20503.

Reset Form

FEDERAL FINANCIAL REPORT

(Follow form instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)	Page	of
US Department of Agriculture (USDA)	11-9xxx-xxxx-CA	1	1 pages

3. Recipient Organization (Name and complete address including Zip code)

New York Department of Agriculture
10B Airline Drive, Albany, NY 12235

4a. DUNS Number	4b. EIN	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)	6. Report Type	7. Basis of Accounting
806780565	xx-xxxxxxx	N/A	☐ Quarterly ☐ Semi-Annual ☐ Annual ☐ Final	☒ Cash ☐ Accrual

8. Project/Grant Period From: (Month, Day, Year)	To: (Month, Day, Year)	9. Reporting Period End Date (Month, Day, Year)
1/6/11	1/5/12	3/31/11

10. **Transactions**	Cumulative
(Use lines a-c for single or multiple grant reporting)	
Federal Cash (To report multiple grants, also use FFR Attachment):	
a. Cash Receipts	48,200.00
b. Cash Disbursements	48,200.00
c. Cash on Hand (line a minus b)	0
(Use lines d-o for single grant reporting)	
Federal Expenditures and Unobligated Balance:	
d. Total Federal funds authorized	94,500.00
e. Federal share of expenditures	48,200.00
f. Federal share of unliquidated obligations	7,000.00
g. Total Federal share (sum of lines e and f)	55,200.00
h. Unobligated balance of Federal funds (line d minus g)	39,300.00
Recipient Share:	
i. Total recipient share required	155,988.00
j. Recipient share of expenditures	61,295.00
k. Remaining recipient share to be provided (line i minus j)	94,693.00
Program Income:	
l. Total Federal program income earned	0
m. Program income expended in accordance with the deduction alternative	0
n. Program income expended in accordance with the addition alternative	0
o. Unexpended program income (line l minus line m or line n)	0

	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
11. Indirect Expense	predetermined	27.65	7/1/10	6/30/12	96,576.00	26,703.26	10,075.14
				g. Totals:	96,576.00	26,703.26	10,075.14

12. *Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:*

13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

a. Typed or Printed Name and Title of Authorized Certifying Official	c. Telephone (Area code, number and extension)
	d. Email address
b. Signature of Authorized Certifying Official	e. Date Report Submitted (Month, Day, Year) 4/20/11
	14. Agency use only:

Standard Form 425 - Revised 6/28/2010
OMB Approval Number: 0348-0061
Expiration Date: 10/31/2011

Paperwork Burden Statement
According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0061. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0061), Washington, DC 20503.

TAB 28

CHANGES REQUIRING APPROVAL

Budget/Programmatic

Budgetary Changes

Type of Change	7 CFR 3016 States, Local Governments and Tribes	7 CFR 3019 Institutions of Higher Education and Non- Profit's
Additional Funds	✓	✓
Cumulative Transfers Among Direct Cost Categories	10% of total budget when Federal Share > $100,000	10% of total budget when Federal Share > $100,000
Transfer for Funds Allotted for Training Costs	✓	✓
Direct Costs to Indirect Costs		✓
Indirect Costs to Direct Costs		✓
Carryover APHIS Policy Does Not Permit Carryover		✓
Liquidation of Obligations	✓ > than 90 days	✓ > than 90 days

Direct Cost Categories

- Personnel
- Fringe Benefits
- Travel
- Equipment
- Supplies
- Contractual
- Other

Cumulative Cost Transfers

- Cumulative=increasing by successive additions

10% shift of funds rule:

- If total federal share of a budget is >$100,000, and budget shifts end up totaling 10% or more of the total budget, then prior approval is necessary.

Requesting Budgetary Changes

Prior to making budget changes:

- Cooperator submits to APHIS revised SF-424, SF-424a, Detailed Financial Plan

(Note: Additional forms may be required if change makes award > $100K)

Programmatic Changes

Type of Change	7 CFR 3016 States, Local Governments and Tribes	7 CFR 3019 Institutions of Higher Education and Non- Profit's
Change in Scope or Objectives (regardless of whether there is an associated budget revision)	✓	✓
Change in "Key" Person (Only if specified in the award)	✓	✓
Transferring Substantive Programmatic Work (sub granting, contracting, or third party)	✓	✓
Absence for 3 months or a 25% reduction in time devoted to the project by the approved Project Director or Principal Investigator		✓
No-cost extension	✓	✓

Requesting Programmatic Changes

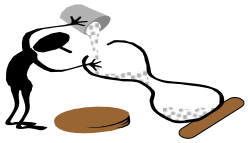
Prior to making programmatic changes:

Workplan is modified outlining changes, agreed to by both parties

If SPOC process is applicable to that state, submit scope change to SPOC for review

Actions which Amend the NOA

- Increase in funding
- Decrease/deobligate funding
- Change in ADODR (if designated in body of agreement)
- Change or add a term & condition
- No-cost Extension
- Change in Scope



Reviewing/Approving Changes

APHIS should review prior approval requests and notify recipients in writing of the decision within 30 days of receipt of the request.

Questions?

TAB 29

Notice of Award
Property Management

Definitions
Equipment VS Supplies

- Equipment - Tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost of $5000 or more per unit.
- Supplies - All personal property excluding equipment, intangible property.

Examples
Equipment & Supplies

Equipment
- Vehicles
- Boats

Supplies
- Computers
- Binoculars
- Radios

Equipment Regulations

	State Governments	Other Governments	Nonprofits and Institutes of Higher Education
Dollar Limit	$5,000 or more/unit and useful life of more than 1 year	$5,000 or more/unit and useful life of more than 1 year	$5,000 or more/unit and useful life of 1 year
Title	Upon acquisition vests with recipient See 7 CFR 3016.32(a)	Upon acquisition vests with recipient See 7 CFR 3016.32	Upon acquisition vests with recipient See 7 CFR 3019.34 (a)
Use	Per State rules and regulations See 7 CFR 3016.32(b)	May use for length of project or for other Federal project See 7 CFR 3016.32c	May use for length of project or for other Federal project See 7 CFR 3019.34
Disposal	As per State laws and procedures unless APHIS chooses to transfer or take title See 7 CFR 3016.32(b)	Current fair market value under $5,000--no obligation to APHIS. If $5,000 or more may be retained or sold, but a pro rata share is due APHIS. See 7 CFR 3016.32(e) (2)	Recipient should request disposition instructions from APHIS See 7 CFR 3019.34(g)
Management Requirements	Subject to State laws and procedures. See 7 CFR 3016.32(b)	See 7 CFR 3016.32(d)	See 7 CFR 3019.34(f)

Types of Property Management

- Property Purchased by Cooperator
- Federal Loan of Property

Agreement Articles

The following are articles that include equipment and property language:

- Article 4 – Cooperator Responsibilities
  - M. Computer Equipment
  - O. Radio Equipment
  - P. Maintain system inventory
  - Q. Inventory Reports
  - X. Providing equipment to perform activities

Agreement Articles cont'd

- Article 13 – Title To Equipment
  - Transfer of title
- Article 17 – Federal Vehicle Management
  - To be used only when APHIS owned or leased vehicles are loaned to or used by Cooperators
- Article 18 – Buy American Act
  - Purchase of equipment

Property Forms

These forms are for Federally Loaned and Used vehicles

- Report of Transfer or Other Disposition or Construction of Property (Form AD-107)
- Report of Unserviceable, Lost, Stolen, Damaged or Destroyed Property (Form AD-112)

The ADODR would be responsible for filling out the forms above.

Vehicles

The ASC has developed specific language to include in agreements when vehicles are being purchased or loaned.

It is important for the ADODR to work closely with their agreement specialist when vehicles are involved so the proper language can be included in the agreement.

Vehicles cont'd

The Agreement Language addresses:

- Registration and Title Information
- Property Damage & Personal Injury
- Property Management & Reports
- Routine Maintenance & Repair
- Vehicle and other Property Forms Required
- Physical Inventory
- Security and Lost, Stolen or Damaged Property
- Disposition

Vehicle Resources & Forms

- Resource
  - APHIS Motor Vehicle Fleet Management Manual
  - APHIS Personal Property Manual
- Forms (For Federally Loaned and Used Vehicles)
  - Vehicle Condition Questionnaire (MRP-315-R)
  - Annual Vehicle Inspection Checklist (MRP-65)
  - Daily Vehicle Use Record (OF-108)

Surplus & Disposition

These topics will be discussed during the Closeout portion of the meeting.

TAB 30

RECORD RETENTION FOR RECIPIENTS

Reference: *7 CFR 3019.53, 7 CFR 3016.42* 7 CFR 3016(i)(10) & (11)

Type of Record	Retention Period
General	3 years from Final SF-425 for each funding period
Those involving audits, claims, litigation, or other actions that began during the retention period	Until all litigation, claims, or audit findings involving the resolved and final action has been taken, or until end of regular 3 year period, whichever is later
Real Property and Equipment	3 years after final disposition, replacement, or transfer
Grantee Contracts and Subcontracts	3 years after grantees or subgrantees make final payments and all other pending matters are closed.
Indirect cost rate proposals, cost allocations plans, any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).	If the recipient submits to the Federal agency or the subrecipient submits to the recipient the proposal, plan, or other computation to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts on the date of such submission. If the recipient is not required to submit to the Federal awarding agency or the subrecipient is not required to submit to the recipient the proposal, plan, or other computation for negotiation purposes, then the 3-year retention period for the proposal, plan, or other computation and its supporting records starts at the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

To avoid dual recordkeeping, APHIS may make special arrangements for applicants to keep any records which are needed continuously for joint use. APHIS will request that the applicant transfer records to its custody when APHIS decides that the records possess long-term

retention value. When the records are transferred to or maintained by APHIS, the 3-year retention requirement does not apply to the applicant.

Microfilm and photocopies, or similar methods, may be substituted for original records.

APHIS has the right of access to recipient's award documents

- to make reviews, examinations, excerpts, and transcripts.
- is not limited by the 3-year retention period, but lasts as long as the applicant keeps the records.

The recipient’s records must be maintained in good order.

SF-424B, Assurances, provides:

The Federal awarding agency, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of recipients that are pertinent to the awards, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to a recipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but shall last as long as records are retained.

TAB 31

Cooperative Agreement Reviews
Review & Analysis Branch

Presented by-
Earnest Smith
Auditor
MRPBS-FMD-RAB

Who we are…

Riverdale, MD	Title
Christine Tourville	Branch Chief
Joan Conway	Management Analyst
Serina Eckwood	Auditor
Maria Ford	Auditor
Barbara Giddo	Auditor
Earnest Smith	Auditor
Kimberly Williams	Auditor

What we do: Ensure quality management of Cooperative Agreements and Grants

Our Mission:

The Financial Management Division's (FMD) Review & Analysis Branch (RAB) provides financial oversight and management improvements through program, financial, and compliance reviews of cooperative agreements, grants and international trust funds.

RAB's mission is to foster APHIS partnerships and to facilitate financial, operational, and administrative improvements, support, and cooperation.

A-133 Single Audit

- "Audits of States, Local Government, and Non-Profit Organizations," commonly referred to as OMB Circular No. A-133
- Single audits are required when any of the above entities receive $500,000 or more in federal funds/awards
- A contracted auditing firm shall perform a financial and performance audit

The most common errors, problems and findings during reviews:

Areas of Concern

- CA instead of Contract
- Contracts – Sole Sourced
- Time & Attendance
- Travel Documents
- SF-269/425, SF-270 Inaccuracies
- Prior Approvals
- In-kind Contributions
- Program Oversight
- Corrective Actions
- Other Issues

Areas of Concern- CA vs. Contract

- **WARNING**:
  Using an Agreement rather than a Contract can lead to unexpected problems.

Areas of Concern - CA vs. Contract

Contract	Grant	Cooperative Agreement
Acquire service or property	Transfer anything of value	Transfer anything of value
APHIS benefits	Public Support provided	Public Support provided
No involvement by APHIS	No substantial involvement by APHIS	Substantial involvement by APHIS

Areas of Concern – Sole Sourced Procurement

- Contracts are sole sourced without implementing a competitive bidding process
- Contracts are used as pass through instruments for majority of the funding under the cooperative agreement

Areas of Concern – Time & Attendance

- Reallocation of Time and Attendance
- No Standard Operating Procedure (SOP)
- Lack of authorized approving official's signature

Areas of Concern – Travel Documents

- Difficulty in verifying purpose of the travel
- Lack of authorized approving official's signature

Areas of Concern–SF-269/425, SF-270

- **Missing documents**
- **Indirect Cost Expense**
- **Inaccurate and completed incorrectly**

Areas of Concern – Prior Approvals

- **Cooperators are not requesting prior approvals to move funding between budget categories**

Areas of Concern – In-Kind Contributions

- **In-kind Contributions have special restrictions**

Areas of Concern – Programs Oversight

- **Lack of Programs oversight (i.e., no internal controls)**

Areas of Concern – Correctives Actions

- **Corrective actions from previous reviews not yet implemented**

Other Issues

- **Certifying Funds**
- **De-obligation of Funds**
- **Quarterly Reports**

Thank you

Send questions to:

Christine.M.Tourville@aphis.usda.gov

REQUIREMENTS THAT CONTINUE AFTER CLOSEOUT

Closeout of an award does not affect:

- APHIS' right to disallow costs and recover funds on the basis of a later audit or other review;
- The Grantor's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
- Records retention requirements or APHIS' right to access records;
- Property management requirements;
- Program income reporting requirements; and
- Audit requirements

CLOSEOUT REPORT
(To be completed at the end of each funding period)

Cooperator Name _____ Agreement # _____

Funding Period_____

As Authorized Departmental Officer's Designated Representative (ADODR), I have accomplished the following actions to closeout this Agreement. (Check applicable blocks and complete any requested information relevant thereto.)

FINANCIAL STATUS REPORT

UNLIQUIDATED OBLIGATIONS

☐ The final SF-269 (due within 90 calendar days after the date of the award funding period closes) is in the file. Block 6, "Yes" has been checked. There are no unliquidated obligations as reflected on the final SF-269 (line m.).

UNOBLIGATED BALANCE

☐ Funds did not remain unobligated by the Cooperator under this Agreement (line p. of the SF-269)

-or-

☐ $_____ (*Insert Amount*) remained unobligated by the Cooperator at the closeout of this Agreement. The Agreement Specialist has been notified in writing to initiate action to deobligate the remaining unobligated balance from the appropriate APHIS account on _____ (*Insert Date*).

-or-

☐ Funds were advanced and funds remain unobligated, a check has been received by the ADODR in the amount of $_____ and processed through the ADO on _____ (*Insert Date*). The Agreement Specialist will initiate action to deobligate the remaining unobligated balance from the appropriate APHIS account.

REQUEST FOR ADVANCE OF REIMBURSEMENT, SF-270

COST-SHARING REQUIREMENT

☐ The final SF-270 (due within 90 calendar days after the date of the award funding period closes) has been reviewed and is on file. Block 1.b., "FINAL", has been checked. The cost-sharing requirements have been reported on line f. and g. and agree with the Notice of Award.

-or-

☐ The final SF-270 (due within 90 calendar days after the date of the award funding period closes) has been reviewed and is on file. Block 1.b., "FINAL", has been checked. The cost-sharing requirements reported on line f. and g. **DO NOT** agree with the Notice of Award. The Cooperator has not fulfilled the minimum required cost share that was stated in the Notice of Award, working with the APHIS ADO and the Agreement Specialist steps have been taken to remedy the situation.

***Note:** If the Cooperator spends an additional amount above and beyond the required cost share, APHIS thanks them kindly. APHIS has no obligation to meet the cost share due to the increased level of funding provided by the Cooperator.*

VERIFICATION OF CONSISTENCY AMONG THE FINAL SF-269, SF-270 AND THE AWARD DOCUMENTS

☐ The final SF-269 and SF-270 have been verified for consistency. The figures in line i. and j. of the SF-269 and line f. and g. of the SF-270 agree. Funding periods in Blocks 8 and 9 of the SF-269 and Block 8 of the SF-270 are accurate and are consistent with the Notice of Award, Workplan, and Financial Plan.

RECIPIENT ACCRUED INTEREST

☐ No interest was accrued by the recipient.

-or-

☐ All annual interest accrued in excess of $100 by States and Local Governments was remitted to APHIS.

-or-

☐ All annual interest accrued in excess of $250 by institutions of higher education, hospitals, and other non-profit recipients were remitted to Health and Human Services.

-or-

☐ The recipient organization was a Federally Recognized Tribe and therefore exempt from remitting interest under the Indian Self-Determination Act (25 U.S.C. 450).

PROGRAM INCOME

☐ There was no Program income.

-or-

☐ Program income was applied according to terms in the Notice of Award and accounted for on the final SF-269 and SF-270.

FINAL ACCOMPLISHMENT REPORT

☐ The final accomplishment report (due within 90 calendar days after the date of termination of the award) has been received from the Cooperator.

EVALUATION REPORT

☐ The Evaluation Report outlining program accomplishments and the Cooperator's performance have been submitted to the ADO at the end of the funding period.

ROYALTY REPORT

☐ To my knowledge, there have not been any royalties paid or received by any person or entity in connection with the performance of this Agreement.

-or-

☐ Royalties have been properly documented.

PATENT INVENTION REPORT

☐ To my knowledge, there have not been any inventions, improvements, or discoveries made or conceived or, for the first time, actually or constructively reduced to practice by the Cooperator or its employees in the course of work under this Agreement.

-or-

☐ Patents or inventions have been properly documented.

PUBLICATIONS AND AUDIOVISUALS

☐ N.A.

-or-

☐ Video's periodicals, books or other published materials were received as stated in the Notice of Award and/or workplan.

SUPPLIES

(Note: Upon acquisition title vests with the recipient. Supplies: all tangible personal property other than equipment.)

In the Final Year

☐ There is a residual inventory of unused supplies with a total aggregate fair market value less than $5,000. The Cooperator has no further obligation to APHIS.

-or-

☐ There is a residual inventory of unused supplies with a total aggregate fair market value more than $5,000.

-and-

☐ The Cooperator has agreed to use the supply inventory on other federally sponsored programs.

-or-

☐ The Cooperator will compensate APHIS with amount calculated by applying the percentage of participation in the purchase.

FEDERALLY-OWNED EQUIPMENT

(Note: Title vests with APHIS)

☐ There is no Federal property on loan to the Cooperator.

-or-

☐ The inventory of Federal property on loan to the Cooperator has been reconciled in accordance with the APHIS Personal Property Manual. An annual inventory listing has been provided by the recipient.

-and-

☐ Vehicles on loan have been maintained in accordance with the Vehicle Fleet Management Manual.

In the Final Year

☐ All Federal Equipment loaned by APHIS under this Agreement has been accounted for and returned to APHIS and reported to the accountable property officer.

EQUIPMENT/PROPERTY INVENTORY – NON FEDERAL ACQUISITIONS

(Note: Upon acquisition title vests with the recipient. Equipment: items with a per-unit cost of more than $5,000)

STATE GOVERNMENTS

☐ No equipment was purchased.

-or-

☐ The State will use, manage, and dispose of equipment acquired in accordance with State laws and procedures.

In the Final Year

☐ The State will use, manage, and dispose of equipment acquired in accordance with State laws and procedures.

-or-

☐ APHIS is exercising its right to transfer the title at the end of the Federal support of the project for which it was acquired as provided for in the Notice of award.
If it is the intention of APHIS to transfer or redirect any equipment; the APHIS ADO will within 120 days of the termination of the program, provide the state with written Disposition instructions. When title to equipment is transferred, the Cooperator shall be paid an amount calculated by applying the percentage of participation in the purchase (calculated cost share) to the current fair market value of the property, in accordance with 7 CFR 3016.32(g)(1)-(3).

The ADODR will work with the Administrative Services Division to initiate a procurement action to pay the cooperator for their proportionate share and to ensure entry into the APHIS inventory system.
Note: in order for APHIS to transfer title of equipment, the Notice of Award during the year the equipment was purchased must include language that states that "APHIS reserved the right to transfer title to any equipment purchased partially or fully by the Cooperator under this Agreement with Federal funds within 120 days after this Agreement expires or terminates."

OTHER GOVERNMENTS

Other Governments: Local Governments and Tribes

☐ No equipment was purchased.

-or-

☐ A site visit (at least one) was made by _____ (ADODR or designee) and he/she visually verified that the equipment purchased by the Cooperator under this agreement with Federal funds was reviewed and inconsistencies were reconciled by the Cooperator. Verification was made that the cooperator has an adequate management system in place that meets the minimum requirements as lined out in 7 CFR 3016.32 (d)(1)-(5).

-and-

☐ The cooperator used the equipment for the program or project under which it was acquired.

Note: please call your Agreement Specialist for further instruction if the cooperator has identified that any equipment purchased in part with award funds is no longer needed for the specific project, or the equipment is in need of upgrading or replacing.

In the Final Year

☐ The Cooperator will continue to use the equipment for this program or project. The Cooperator has been notified in writing that at such a point when the equipment is no longer needed for this program or project they will direct the equipment to other federally supported programs, with a first preference given to any APHIS supported program, in accordance with 7 CFR 3016.32(c)(1).

-or-

☐ The Cooperator has notified APHIS of their intent to dispose of equipment that currently holds a current per-unit fair market value in excess of $5,000. In accordance with 7 CFR 3016.32(e) the Cooperator has made provisions to provide APHIS with its portion of the proceeds equivalent to the cost share, as identified in the Notice of Award.
Note: if the fair market value is less than $5,000 the equipment may be retained, sold, or otherwise disposed of with no further obligation to APHIS.

-or-

☐ APHIS is exercising its right to transfer the title at the end of the Federal support of the project for which it was acquired as provided for in the Notice of award for the year that the equipment was purchased.
If it is the intention of APHIS to transfer or redirect any equipment; the APHIS ADO will within 120 days of the termination of the program, provide the Cooperator with written disposition instructions. When title to equipment is transferred, the Cooperator shall be paid an amount calculated by applying the percentage of participation in the purchase (calculated cost share) to the current fair market value of the property, in accordance with 7 CFR 3016.32(g)(1)-(3).

The ADODR will work with the Administrative Services Division to initiate a procurement action to pay the Cooperator for their proportionate share and to ensure entry into the APHIS inventory system.
Note: in order for APHIS to transfer title of equipment, the Notice of Award during the year the equipment was purchased must include language that states that "APHIS reserved the right to transfer title to any equipment purchased partially or fully by the Cooperator under this Agreement with Federal funds within 120 days after this Agreement expires or terminates."

NONPROFITS AND INSTITUTIONS OF HIGHER EDUCATION

☐ No equipment was purchased.

-or-

☐ A site visit (at least one) was made by _____ (ADODR or designee) and he/she visually verified that the equipment purchased by the Cooperator under this agreement with Federal funds was reviewed and inconsistencies were reconciled by the Cooperator. The cooperator has an adequate management system in place that meets the minimum requirements as lined out in 7 CFR 3019.34(f) (1)-(6)

-and-

☐ The cooperator used the equipment for the program or project under which it was acquired.

-and-

☐ An annual inventory listing showing equipment purchased with award funds has been provided by the recipient.

Note: please call your Agreement Specialist for further instruction if the cooperator has identified that any equipment purchased in part with award funds is no longer needed for the specific project, or the equipment is in need of upgrading or replacing.

When equipment is no longer needed for the program/project for which it was acquired

☐ The Cooperator identified equipment that was purchased with award money and requested instructions from APHIS, to either dispose of or encumber the equipment. The APHIS ADO working with the ADODR and Agreement Specialist has/will issue written disposition or encumbrance instructions within 120 days of the Cooperator's request.

APHIS ADODR:

_____

_____

(Typed Name) (Signature) (Date)

cc:
Cooperator
ADODR File
ADO File

AGREEMENTS MEETING EVALUATION

Name (optional): _____

Your position title: _____

Are you an: □ APHIS employee? □ Cooperator?

1. Describe your responsibilities in agreements management:

   □ Negotiating agreement
   □ Writing notice of agreement
   □ Monitoring budget
   □ Recommending continuation award
   □ Negotiating budget
   □ Monitoring work performance
   □ Approving payments
   □ Other (specify)_____

   _____

   _____

2. Are you the appointed APHIS Authorized Departmental Officers Designated Representative (ADODR)? □ Yes □ No

   If yes, how many agreements?_____ Total dollar amount_____

   Years with APHIS?_____ Program and Region_____

   Indicate types of agreements for which you are the ADODR:

   □ Cooperative Service Agreements
   □ Cooperative Agreements/Grants
   □ Interagency Agreements
   □ Memoranda of Understanding

3. How would you evaluate the training?

   □ Poor □ Fair □ Good □ Very Good □ Excellent

4. What did you like most about the meeting?

5. What did you like least about the meeting?

6. What informational areas presented helped you in agreements management?

(over)

7. How could the meeting be strengthened to meet your needs?

8. Overall, do you feel the coverage of topics was adequate? If not, explain.

9. What topics or additions to this meeting would you recommend?

10. Was the length of the meeting adequate? □ Yes □ No

If not, how many days would you recommend?_____ Days

GLOSSARY OF ACRONYMNS

AAMM	APHIS Agreements Management Manual
AC	Animal Care, APHIS
ACMS	APHIS Cost Management System (Agreements Inventory)
ADO	Authorized Departmental Officer
ADODR	Authorized Departmental Officer's Designated Representative
APHIS	Animal and Plant Health Inspection Service, USDA
APM	Area Program Manager, PPQ Preclearance Program
APT	Accounting and Payments Team (Minneapolis)
ARS	Agricultural Research Service, USDA
ASC	Agreements Service Center, FSB, FMD, MRPBS
AT	Cooperative Arrangement/Authority Transfer
AVIC	Area Veterinarian-in-Charge, VS
BAM	APHIS Budget and Accounting Manual
BESB	Budget Execution Support Branch, FMD, MRPBS
BPAS	Budget Preparation and Analysis Staff, PPD, APHIS
BRS	Biotechnology and Regulatory Services, APHIS
CA	Cooperative Agreement
CDR	Cooperator's Designated Representative
CF	Confidentiality Agreement
CFDA	Catalog of Federal Domestic Assistance
CFO	Chief Financial Officer, MRP
CFR	Code of Federal Regulations

CRADA	Cooperative Research and Development Agreement
CSA	Cooperative Service Agreement
CSCS	Capital Security Cost Sharing
CSFA	Cooperative Service Field Agreement
DOS	Department of State, United States
EO	Executive Order
EOP	Executive Office of the President
FAADS	Financial Assistance Awards Data System
FAS	Foreign Agricultural Service, USDA
FFAC	Federal Financial Assistance Committee, USDA
FFATA	Federal Funding Accountability and Transparency Act
FMD	Financial Management Division, MRPBS
FSB	Financial Services Branch, FMD, MRPBS
FOB	Financial Operations Branch, FMD, MRPBS
GR	Grant
IA	Interagency Agreement
ITD	Information Technology Division, MRPBS
ICASS	International Cooperative Administrative Support Services
IS	International Services, APHIS
LPA	Legislative and Public Affairs, APHIS
MBS	Minneapolis Business Services, MRPBS
MFOB	Minneapolis Financial Operations Branch, FMD, MRPBS
MOU	Memorandum(a) of Understanding
MRP	Marketing and Regulatory Programs, USDA

MRPBS	Marketing and Regulatory Programs Business Services, APHIS
MSS	Management Support Services
MT/MTA	Material Transfer Agreements
NPM	National Program Manager
NVSL	National Veterinary Services Laboratory, VS
NWRC	National Wildlife Research Center, WS
OA	Office of the Administrator, APHIS
OCFO	Office of the Chief Financial Officer, USDA
ODA	Office of the Deputy Administrator
OGC	Office of the General Counsel, USDA
OMB	Office of Management and Budget, EOP
OSS	Operational Support Staff, WS
OTT	Office of Technology Transfer, ARS
PI	Principal Investigator
PL	Public Law
PPD	Program Planning and Development, APHIS
PPQ	Plant Protection and Quarantine, APHIS
RAO	Regional Administrative Officer
RCM	Radio Communications Manager, APHIS
RD	Regional Director
RMS	Resource Management Support
RO	Regional Office
ROAR	Recipient Organization's Authorized Representative

RPM	Regional Program Manager
SD	State Director
SPHD	State Plant Health Director, PPQ
SPOC	Single Point of Contact
TF	Trust Fund
TTA	Technology Transfer Agreements
TTC	Technology Transfer Coordinator
USC	United States Code
USDA	United States Department of Agriculture
VS	Veterinary Services, APHIS
WS	Wildlife Services, APHIS