Subcontract
between
Impact Assessment, Inc.
and
Los Angeles Housing and Community Investment Department (HCIDLA)

Subcontract Number: 2416-HCIDLA-14-15

This subcontract is entered into by and between Impact Assessment, Inc. "IAI", (a California Corporation) and the Los Angeles Housing and Community Investment Department "HCIDLA".

###

Whereas, IAI, is administering a Centers for Disease Control cooperative agreement (number 1UE1EH001261-01), titled Implementing Innovative Solutions for High-Risk Children in Hard to Reach Populations (hereinafter referred to as the Cooperative Agreement); and

Whereas, the parties hereto desire to enter into a subcontract under this Cooperative Agreement for research support services:

It is therefore agreed as follows:

Article I: Statement of Work

To assist IAI in carrying out its responsibilities under the terms and conditions of the Cooperative Agreement in support of the research study, the Subcontractor shall provide the services described in Attachment A. Any change in this Statement of Work shall be mutually agreed to in writing by authorized officials of both parties prior to the commencement of Subcontractor performance under any such change.

Subcontractor agrees to follow the Cooperative Agreement protocol and all applicable state and federal regulations which apply to the performance of its work and obligations under this subcontract.

Article II: Period of Performance

Performance of this subcontract shall begin February 6, 2015 and shall not extend beyond August 31, 2015, unless an extension is agreed upon in writing by both parties.

In the event that funding received by IAI, or committed to it, shall be canceled or substantially reduced during the term of this subcontract, or in the event that either Subcontractor or IAI fails to meet the terms of this Agreement, either party shall have the right to terminate this contract with 30 days-notice.

Article III: Key Personnel

The Co-Program Director for IAI is Jeff Sanchez. Any significant changes in the performance of the subcontract shall require authorization by the IAI Co-Program Director and the IAI Director of Grants and Contracts.

The Co-Program Director for Subcontractor shall be Ms. Sally Richman. An authorized official of IAI must approve in writing any change proposed by Subcontractor; should IAI not give its approval, this Agreement shall be terminated.

Article IV: Compensation

Subcontractor shall be reimbursed for the services as described in Attachment A. IAI agrees to pay Subcontractor for the work performed on this subcontract per the budget in Attachment A.

Subcontractor will not be compensated for additional costs associated with this subcontract without prior written authorization by the IAI Co-Program Director. Subcontractor agrees to exert its best efforts to perform all work and the obligations under this subcontract within the stated costs and the period of performance set forth in Article II.

Article V: Method of Payment, Financial Report Requirements

Subcontractor shall submit invoices on a monthly basis using the budget categories in Attachment A and shall submit its final invoice no later than 30 days after the date of expiration of the term or termination of this subcontract. IAI may approve extensions when requested by Subcontractor.

All costs incurred under this subcontract will be subject to audit by IAI cognizant Federal Audit Agency. Subcontractor shall provide the cognizant auditors and/or IAI financial representatives access to records, where necessary, to support costs relating to this subcontract.

Article VI: Technical/Progress Reports

Subcontractor shall be in regular communication with the IAI Co-Program Director, attend project team meetings, and or submit verbal progress updates at least monthly, or upon request by IAI Co-Program Director.

Failure by Subcontractor to submit any report by its due date shall be considered just cause for IAI to withhold any payment due Subcontractor until such report is received.

[The rest of this page intentionally left blank]

Article VII: Approvals and Notices

A. All notices and requests for approvals from IAI on financial and/or administrative matters shall be submitted to:

Sylvia Palmer
Director, Grants and Contracts
Impact Assessment, Inc.
2166 Avenida de la Playa, Suite D
La Jolla, California 92037
Phone: (510) 620-3677
FAX: (858) 459-9461
E-mail: iais@san.rr.com

B. Invoices shall be submitted to:

Jeff Sanchez
Co-Program Director
Impact Assessment, Inc.
800 Hearst Avenue
Berkeley, California 94710
Phone: (510) 704-8622
FAX: (858) 945-9461

C. Subcontractor's authorized official for receiving notices of alterations or amendments to this Subcontract shall be:

Sally Richman
Director, Knowledge Management & Evaluation
Los Angeles Housing and Community Investment Department
1200 W. 7th Street, 9th Fl.
Los Angeles, California 90017
E-mail: Sally.Richman@lacity.org

Article VIII: Publications

Subject to the provisions of the Cooperative Agreement, each party shall have the right to publish and disseminate information derived from the performance of work under this Subcontract. Each party shall have the right of prior review and comment on manuscripts developed for publication by the other party. Qualification for authorship shall be in keeping with generally accepted criteria. The order of authorship shall be a joint decision of the co-authors in any co-authored publication. Each author shall have participated sufficiently in the work to take public responsibility for the content.

Subcontractor shall provide the IAI Co-Program Director with a copy of any proposed publication for review and comment at least thirty (30) days prior to submission.

Publications shall carry appropriate acknowledgement of funding support by a statement such as the following: "This publication (journal article, etc.) was supported by a subcontract from Impact Assessment, Inc. with funds provided under Cooperative Agreement 1UE1EH001261-01 from Centers for Disease Control. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of Impact Assessment, Inc. or Centers for Disease Control."

Notwithstanding anything to the contrary in this Subcontract, (i) no publication or public disclosure related to the work in this Subcontract shall contain any of Subcontractor's patient identifiable or member identifiable or provider identifiable information.

Article IX: Indemnification

Subcontractor shall indemnify, defend, and hold harmless IAI, its officers, employees, and agents from any and all loss, cost, damage, or expense (including reasonable attorneys' fees) arising out of or in connection with the performance, or failure to perform by Subcontractor, of this subcontract. IAI agrees to give the Subcontractor immediate notice of any claim, action, or suit brought against IAI which is in any way connected with such activities under this subcontract and applicable within this indemnification.

Furthermore, IAI shall indemnify, defend, and hold harmless the Subcontractor, its officers, employees and agents from any and all loss, cost, damage or expense (including reasonable attorneys' fees) arising out of or in connection with the performance, or failure to perform by IAI, of this subcontract. Subcontractor agrees to give IAI immediate notice of any claim, action, or suit brought against the Subcontractor which is in any way connected with activities under this subcontract and applicable within this indemnification.

Article X: Confidentiality and Patient Identifiable Information

Confidential Information.

(a) Each party shall keep confidential that information received from the other party, whether directly or indirectly, during or otherwise in connection with the study. "Confidential Information" includes but is not limited to the following:

i. study participant medical records and information;
ii. any other member- or patient-identifiable information;
iii. provider-identifiable information;
iv. any nonpublic Information about Subcontractor's business operations; and
v. any other nonpublic information of Subcontractor.

(b) Each party shall make reasonable efforts to mark Confidential Information clearly, or so identify Confidential Information that is disclosed orally provided however, that items described in Section (a), (i), (ii) and (iii) above shall be automatically deemed Confidential Information without further

identification. If deliberately disclosed orally, the party making the disclosure shall be responsible for clearly informing the other party, in writing within thirty (30) days, of the confidentiality of the information disclosed.

(c) The obligation to keep information confidential shall not apply to:

i. information that is shown to have been in the possession of the receiving party before being disclosed by the disclosing party;
ii. information which is now, or later becomes, generally available to the public through no fault of any party to this Agreement;
iii. information which is received from a third party who is not under an obligation of confidentiality;
iv. information which is independently developed by the receiving party without access to the confidential information of the disclosing party; or
v. information required to be released by any governmental entity with jurisdiction provided that the other party is notified prior to making such release of information.

(d) Any other use or disclosure is prohibited except as expressly authorized by applicable law or elsewhere in this Subcontract.

Patient-Identifiable Information.

Materials or information containing the names of Subcontractor's members or Subcontractor's patients, patients' hospital or clinical records, (source documents) and other patient-identifiable information, patient address lists, IRB correspondence, and existing raw data or databases in whole or in part shall be considered Subcontractor's Patient-Identifiable Information. During the term of this Subcontract, Subcontractor and IAI may obtain certain information identified by Subcontractor as Patient-Identifiable information. Subcontractor may disclose such Patient-Identifiable Information to its staff members, employees, hospital authorities, investigators, and subcontractors, and IAI may disclose such Patient-Identifiable Information received under this Subcontract to Federal, State and Local public health authorities and their designated representatives, as may be required and permitted under the law, if (i) such disclosure is necessary for the conduct of the Study, and (ii) if recipient agrees to be bound by similar written obligations of privacy.

Except as otherwise required by law or regulation, IAI, including its representatives shall treat as private any Patient-Identifiable Information or information of the other parties, in the same manner as the recipient treats its own private information of like importance, which shall be no less than a reasonable standard of care. IAI shall not release, distribute, or use such Information other than in connection with the Study; provided however, that IAI shall not use Patient-Identifiable Information in any publication related to the study.

IAI will protect, use and disclose Patient-Identifiable Information under this Agreement solely for the purposes of the Study and in accordance with the provisions of this Subcontract.

Subcontractor shall have the right to use all data collected and developed pursuant to this Subcontract for patient medical care, research, education, and other internal purposes, during the term of this Subcontract and after termination.

In the event a new law, regulation, or policy governing this subject matter is made at a future time that prevents any recipient or sub-recipient under the Agreement from being bound by obligation of nondisclosure, such recipient or sub-recipient may not continue to possess the Patient-Identifiable Information and shall return it to Subcontractor or destroy it.

Article XI: Institutional Review Board and HIPAA Compliance

Subcontractor agrees that any human research protocol or animal research protocol to be conducted under this Agreement shall be reviewed and approved by the appropriate, designated Institutional Review Board (IRB) prior to the commencement of any work under this Subcontract. Subcontractor further certifies that this IRB is in full compliance with all relevant federal regulations.

The parties may receive from or create on behalf of each other certain health or medical information in the performance of this Subcontract ("Protected Health Information" or "PHI," as defined in 45 C.F.R. Section 164.501). Use or disclosure of PHI is subject to protection under State and Federal law, including the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 ("HIPAA") and implementing regulations. Each party shall comply with such law and implementing regulations during the term of this Subcontract and after termination.

Article XII: Suspension and Debarment

Subcontractor certifies to the best of its knowledge and belief that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of subcontracts by any federal department or agency.

Article XIII: General Provisions

Subcontractor declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this subcontract. All terms and conditions of this Agreement are subject to applicable federal law and regulations, and to the provisions of the grant (see attachment B), which provisions and any amendments thereto are hereby incorporated. Subcontractor is engaged as an independent contractor. Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the parties.

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IN WITNESS WHEREOF, the City of Los Angeles and Impact Assessment Inc. have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By_____
Assistant/Deputy City Attorney

Date:_____

Executed this ____ day of _____, 2015

For: THE CITY OF LOS ANGELES

RUSHMORE D. CERVANTES
General Manager
Housing and Community Investment Department

By:_____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By:_____

Date:_____

Executed this _____ day of _____, 2015

For: IMPACT ASSESSMENT INC.

By: _____

By:_____

City Business License Number:
Internal Revenue Service ID Number:
Council File/CAO File Number: Date of Approval:
Said Agreement is Number: _____ of City Contracts

ATTACHMENT A: Scope of Work and Budget

Period of Performance: February 6, 2015 – September 29, 2015

Scope of Work:

The Housing and Community Investment Department (HCIDLA) will complete/participate in the following activities:

- As co-Program Director, provide general oversight and administration of the program.
- Lead the design and implementation of a revised MOU with the Los Angeles County Lead Poisoning Prevention Program to enable sharing of housing-related data.
- Provide documentation on current housing and health enforcement work to support identification of gaps in these strategies. Staff availability will also likely be needed to provide additional information and clarification.
- Support design and implementation of new housing and health enforcement strategies.
- Support the development of the proposed HHIDE system. This includes staff attendance at planning, knowledge transfer, and requirements gathering meetings, and providing detailed requirements to IAI IT staff.

Method of Accountability:

Sub-Contractor will be supervised by the IAI Co-Program Director, Mr. Jeff Sanchez

Budget Detail:

The amount payable under this subcontract shall not exceed Twenty Five Thousand dollars ($25,000). The CDC approved Subcontract budget is listed below. Subcontractor will submit a monthly invoice which includes a summary of project-related activities completed, and a general ledger detailing the program expenses. **All invoices should reference subcontract number 2416-HHC-14-15.**

Personnel	FTE	Annual Salary	Estimated Hours	Rate per Hour	Grant Funded
Co-Program Director	0.04	$131,165	117	63.06	$7,378
Sr. Systems Analyst	0.02	$116,646	90	56.08	$5,047
Programmer Analyst III	0.04	$ 78,467	110	37.58	$4,134
Total Direct Labor Cost					**$16,559**

Fringe Benefits	Rate (%)	Base	Grant Funded
Co-Program Director	28.73%	$7,378	$2,120
Sr. Systems Analyst	28.73%	$5,047	$1,450
Programmer Analyst III	28.73%	$4,134	$1,188
Total Fringe Benefits			**$4,757**

Indirect	Type	Rate	Base	Grant Funded
Admin staff	City Central	22.23%	$16,559	$3,684
Total Indirect				**$3,684**

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Notice of Award

COOPERATIVE AGREEMENT **Issue Date:** 02/06/2015

Department of Health and Human Services
Centers for Disease Control and Prevention
NATIONAL CENTER FOR ENVIRONMENTAL HEALTH

Grant Number: 1UE1EH001261-01 REVISED
FAIN: UE1EH001261

Principal Investigator(s):
Jeffrey Sanchez

Project Title: IMPLEMENTING INNOVATIVE SOLUTIONS FOR HIGH-RISK CHILDREN IN HARD TO REACH POPULATIONS

SYLVIA PALMER
DIRECTOR
GRANTS AND CONTRACTS
IMPACT ASSESSMENT, INC.
2166 AVENIDA DE LA PLAYA - SUITE F
LA JOLLA, CA 920373238

Award e-mailed to: iais@san.rr.com

Budget Period: 09/30/2014 – 09/29/2015
Project Period: 09/30/2014 – 09/29/2017

Dear Business Official:

The Centers for Disease Control and Prevention hereby revises this award (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to IMPACT ASSESSMENT INC in support of the above referenced project. This award is pursuant to the authority of Sect 301 and 307 PHS Act(42 USC Sect 241 and 247), amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

Ralph U. Robinson

Ralph U Robinson
Grants Management Officer
Centers for Disease Control and Prevention

Additional information follows

SECTION I – AWARD DATA – 1UE1EH001261-01 REVISED

Award Calculation (U.S. Dollars)

Salaries and Wages	$106,528
Fringe Benefits	$37,285
Personnel Costs (Subtotal)	$143,813
Supplies	$9,741
Travel Costs	$4,000
Other Costs	$3,260
Consortium/Contractual Cost	$93,474
Federal Direct Costs	$254,288
Federal F&A Costs	$50,384
Approved Budget	$304,672
Federal Share	$304,672
TOTAL FEDERAL AWARD AMOUNT	$304,672

AMOUNT OF THIS ACTION (FEDERAL SHARE) $0

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

02 $304,672
03 $304,672

Fiscal Information:

CFDA Number: 93.753
EIN: 1953649615A1
Document Number: 001261LP14

IC	CAN	2014	2015	2016
EH	93901GL	$304,672	$304,672	$304,672

SUMMARY TOTALS FOR ALL YEARS		
YR	**THIS AWARD**	**CUMULATIVE TOTALS**
1	$304,672	$304,672
2	$304,672	$304,672
3	$304,672	$304,672

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

CDC Administrative Data:
PCC: / **OC**: 4151 / **Processed**: ERAAPPS 02/06/2015

SECTION II – PAYMENT/HOTLINE INFORMATION – 1UE1EH001261-01 REVISED

For payment information see Payment Information section in Additional Terms and Conditions.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

SECTION III – TERMS AND CONDITIONS – 1UE1EH001261-01 REVISED

This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

a. The grant program legislation and program regulation cited in this Notice of Award.
b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

This award has been assigned the Federal Award Identification Number (FAIN) UE1EH001261. Recipients must document the assigned FAIN on each consortium/subaward issued under this award.

Treatment of Program Income:
Other (See Remarks)

SECTION IV – EH Special Terms and Conditions – 1UE1EH001261-01 REVISED

Funding Opportunity Announcement (FOA) Number: EH14-1408
Award Number: **UE1 EH 001261-01**
Award Type: Non Research
Applicable Cost Principles: 2 CFR Part 225 Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A–87)

AWARD INFORMATION

APPROVAL OF RESPONSE TO REVISED BUDGET REQUIREMENT: The purpose of this amended Notice of Award approves the response to the requirement of a revised budget for the program entitled, "IMPLEMENTING INNOVATIVE SOLUTIONS FOR HIGH-RISK CHILDREN IN HARD TO REACH POPULATIONS". We have reviewed the budget information submitted by your organization dated October 29, 2014 and find it to be acceptable.

Please be advised that grantee must exercise proper stewardship over Federal funds by ensuring that all costs charged to their cooperative agreement are allowable, allocable, and reasonable.

All other terms and conditions issued with this award remain in full effect, unless otherwise changed, in writing, by the Grants Management Officer.

Programmatic Contact:
Kimball Credle, MPH
Project Officer
Division of Emergency and Environmental Health Services
National Center for Environmental Health
Centers for Disease Control and Prevention (CDC)
4770 Buford Highway - Mailstop F58
Atlanta, Georgia 30341
Phone: 770-488-3643
Fax: 770-488-3635
E-mail address: kfc2@cdc.gov

STAFF CONTACTS
Grants Management Specialist: Tiffany Mannings
Center for Disease Control and Prevention
Procurement and Grants Office
Koger Center/Stanford Bldg/Room 2050
2920 Brandywine Road, MS E-01

Atlanta, GA 30031
Email: yuo7@cdc.gov **Phone**: 770-488-2515 **Fax**: 770-488-2671

Grants Management Officer: Ralph U Robinson
Center for Disease Control and Prevention
Procurement and Grants Office
Koger Center/Colgate Bldg/Room 3218
2920 Brandywine Road, MS K-70
Atlanta, GA 30331
Email: inp2@cdc.gov **Phone**: 770-488-2441 **Fax**: 770-488-2670

SPREADSHEET SUMMARY
GRANT NUMBER: 1UE1EH001261-01 REVISED

INSTITUTION: IMPACT ASSESSMENT, INC.

Budget	Year 1	Year 2	Year 3
Salaries and Wages	$106,528		
Fringe Benefits	$37,285		
Personnel Costs (Subtotal)	$143,813		
Supplies	$9,741		
Travel Costs	$4,000		
Other Costs	$3,260		
Consortium/Contractual Cost	$93,474		
TOTAL FEDERAL DC	$254,288	$254,288	$254,288
TOTAL FEDERAL F&A	$50,384	$50,384	$50,384
TOTAL COST	$304,672	$304,672	$304,672

Notice of Award

COOPERATIVE AGREEMENT **Issue Date:** 09/23/2014

Department of Health and Human Services
Centers for Disease Control and Prevention
NATIONAL CENTER FOR ENVIRONMENTAL HEALTH

Grant Number: 1UE1EH001261-01
FAIN: UE1EH001261

Principal Investigator(s):
Jeffrey Sanchez

Project Title: IMPLEMENTING INNOVATIVE SOLUTIONS FOR HIGH-RISK CHILDREN IN HARD TO REACH POPULATIONS

SYLVIA PALMER
DIRECTOR
GRANTS AND CONTRACTS
IMPACT ASSESSMENT, INC.
2166 AVENIDA DE LA PLAYA - SUITE F
LA JOLLA, CA 920373238

Award e-mailed to: iais@san.rr.com

Budget Period: 09/30/2014 – 09/29/2015
Project Period: 09/30/2014 – 09/29/2017

Dear Business Official:

The Centers for Disease Control and Prevention hereby awards a grant in the amount of $304,672 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to IMPACT ASSESSMENT INC in support of the above referenced project. This award is pursuant to the authority of Sect 301 and 307 PHS Act(42 USC Sect 241 and 247), amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

Merlin J. Williams

Merlin Williams
Grants Management Officer
Centers for Disease Control and Prevention

Additional information follows

SECTION I – AWARD DATA – 1UE1EH001261-01

Award Calculation (U.S. Dollars)	
Salaries and Wages	$106,528
Fringe Benefits	$37,285
Personnel Costs (Subtotal)	$143,813
Supplies	$9,741
Travel Costs	$4,000
Other Costs	$3,260
Consortium/Contractual Cost	$93,474
Federal Direct Costs	$254,288
Federal F&A Costs	$50,384
Approved Budget	$304,672
Federal Share	$304,672
TOTAL FEDERAL AWARD AMOUNT	$304,672
AMOUNT OF THIS ACTION (FEDERAL SHARE)	$304,672

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

02 $304,672
03 $304,672

Fiscal Information:

CFDA Number:	93.753
EIN:	1953649615A1
Document Number:	001261LP14

IC	CAN	2014	2015	2016
EH	93901GL	$304,672	$304,672	$304,672

SUMMARY TOTALS FOR ALL YEARS		
YR	**THIS AWARD**	**CUMULATIVE TOTALS**
1	$304,672	$304,672
2	$304,672	$304,672
3	$304,672	$304,672

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

CDC Administrative Data:
PCC: / **OC**: 4151 / **Processed**: ERAAPPS 09/20/2014

SECTION II – PAYMENT/HOTLINE INFORMATION – 1UE1EH001261-01

For payment information see Payment Information section in Additional Terms and Conditions.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

SECTION III – TERMS AND CONDITIONS – 1UE1EH001261-01

This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

a. The grant program legislation and program regulation cited in this Notice of Award.
b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

This award has been assigned the Federal Award Identification Number (FAIN) UE1EH001261. Recipients must document the assigned FAIN on each consortium/subaward issued under this award.

Treatment of Program Income:
Additional Costs

SECTION IV – EH Special Terms and Conditions – 1UE1EH001261-01

Funding Opportunity Announcement (FOA) Number: EH14-1408
Award Number: **UE1 EH 001261-01**
Award Type: Non Research
Applicable Cost Principles: 2 CFR Part 225 Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A–87)

AWARD INFORMATION

Incorporation: The Centers for Disease Control and Prevention (CDC) hereby incorporates Funding Opportunity Announcement number EH14-1408, entitled "PPHF Childhood Lead Poisoning Prevention", and your application dated **July 22, 2014**, which has been amended, and are hereby made a part of this Non-Research award hereinafter referred to as the Notice of Award (NoA). The Department of Health and Human Services (HHS) grant recipients must comply with all Terms and Conditions outlined in their NoA, including Grants Policy Terms and Conditions contained in applicable HHS Grants Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts. The term grant is used throughout this notice and includes cooperative agreements.

Approved Funding: Funding in the amount of **$304,672** for Year 01 budget period, which is September 30, 2014 through September 29, 2015 is approved to support surveillance capacity to aid in preventing and, ultimately, eliminating childhood lead poisoning as a major public health problem.

Award Funding: Funded solely by the Prevention and Public Health Fund. Funds awarded in support of approved PPHF activities in **UE1 EH 001261** have been obligated in a newly established PPHF sub-account in the DHHS Payment Management System (PMS), herein identified as the P Account. A P Account is a sub-account created specifically for the purpose of tracking designated types of funding in the Payment Management System (PMS).

To drawdown funds from this P-Account, you will be required to provide the PPHF sub-account title and the PPHF sub-account number. The sub-account title and number for this award and budget year are provided below:

Sub-account Title: RFA-EH14-1408
PPHF Sub-Account Number: 001261LP14

Note: PPHF funds must be separately tracked and reported. PPHF funds must be used in support of approved PPHF activities in the FOA and your application. Refer to PAYMENT INFORMATION for a detailed explanation on how to access funds in your PMS Account.

Note: Refer to the Payment Information section for draw down and Payment Management System (PMS) subaccount information

Summary Statement: The review comments on the strengths and weaknesses of the proposal are provided as part of this award. A response to the weaknesses in these statements is not required by the Grants Management Specialist/Grants Management Officer (GMS/GMO). Please use the attached Summary Statement as an informational tool.

Budget Revision Requirement: By October 30, 2014, the grantee must submit a revised budget with a narrative justification and work plan. Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the Staff Contacts section of this notice before the due date. ***Please make sure that your revised budget is aligned with the Budget Preparation Guidelines at*** *http://www.cdc.gov/od/pgo/funding/budgetguide.htm*

In addition, to the above please ensure your revised budget includes the following:

a.) The information provided to support contractual costs was determined to be insufficient, please ensure your revised budget includes the required six elements to support contractual.

b.) The information provided to support other costs was determined to be insufficient, please ensure your revised budget includes itemized costs for all items listed under this cost category.

Program Income: Any program income generated under this grant or cooperative agreement will be used in accordance with the Addition alternative.

Addition alternative**:** Under this alternative, program income is added to the funds committed to the project/program and is used to further eligible project/program objectives.

Note: The disposition of program income must have written prior approval from the GMO.

Indirect Costs: Indirect costs are approved based on the Indirect Cost Rate Agreement dated **August 29, 2013,** which calculates indirect costs as follows, a **Prov.** is approved at a rate of **23.90** % of the base, which includes, **Total direct costs excluding capital expenditures (buildings, individual items of equipment; alterations and renovations), that portion of each subaward in excess of $25,000 and flow-through funds.** The effective dates of this indirect cost rate are from **January 1, 2013** to **June 30, 2015**

Cost Limitations as Stated in Fiscal Year (FY) 2012 Appropriation Act Provisions

A. Cap on Salaries (Title II Section 203): None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II; reduced from $199,700 to $179,700 effective December 23, 2011.

Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with Federal funds.

B. Gun Control Prohibition (Title II Section 218): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

C. Proper Use of Appropriations - Publicity and Propaganda (LOBBYING) FY2012 (Title V, Section 503(a) - (c)):

- 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- 503 (b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.

For additional information, see Additional Requirement 12 at http://www.cdc.gov/od/pgo/funding/grants/additional_req.shtm and Anti Lobbying Restrictions for CDC Grantees at http://www.cdc.gov/od/pgo/funding/grants/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf.

D. Needle Exchange (Title V, Section 253): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

E. Restricts dealings with corporations with recent felonies (Title IV, Sections 433, 504): None of the funds made available by this Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agent, and made a determination that this further action is not necessary to protect the interests of the Government.

F. Restricts dealings with corporations with unpaid federal tax liability (Title IV, Sections 434, 8124): None of the funds made available by this Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

Rent or Space Costs: Grantees are responsible for ensuring that all costs included in this proposal to establish billing or final indirect cost rates are allowable in accordance with the requirements of the Federal award(s) to which they apply, including 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87); and 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122). The grantee also has a responsibility to ensure sub-recipients expend funds in compliance with applicable federal laws and regulations. Furthermore, it is the responsibility of the grantee to ensure rent is a legitimate direct cost line item, which the grantee has supported in current and/or

prior projects and these same costs have been treated as indirect costs that have not been claimed as direct costs. If rent is claimed as direct cost, the grantee must provide a narrative justification, which describes their prescribed policy to include the effective date to the assigned Grants Management Specialist (GMS) identified in the CDC Contacts for this award.

Trafficking In Persons: This award is subject to the requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. Part 7104(g)). For the full text of the award terms and conditions, see, http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_for_Trafficking_in_Persons.shtm

Cancel Year: 31 U.S.C. Part 1552(a) Procedure for Appropriation Accounts Available for Definite Periods states the following, On September 30th of the 5th fiscal year after the period of availability for obligation of a fixed appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose. An example is provided below:

Fiscal Year (FY) 2014 funds will expire September 30, 2015. All FY 2014 funds should be drawn down and reported to Payment Management Services (PMS) prior to September 30, 2019. After this date, corrections or cash requests will not be permitted.

REPORTING REQUIREMENTS

Annual Federal Financial Report (FFR, SF-425): The Annual Federal Financial Report (FFR) SF-425 is required and must be submitted through eRA Commons no later than 90 days after the end of the calendar quarter in which the budget period ends. The FFR for this budget period is due to the GMS/GMO by December 31, 2015. Reporting timeframe is September 30, 2014 through September 29, 2015.

The FFR should only include those funds authorized and disbursed during the timeframe covered by the report. The final FFR must indicate the exact balance of unobligated funds and may not reflect any unliquidated obligations. There must be no discrepancies between the final FFR expenditure data and the Payment Management System's (PMS) cash transaction data. All Federal reporting in PMS is unchanged.

Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, the grantee is required to contact the Grants Officer listed in the contacts section of this notice before the due date.

FFR (SF-425) instructions for CDC Grantees are available at http://grants.nih.gov/grants/forms.htm. For further information, contact GrantsInfo@nih.gov. Additional resources concerning the eFSR/FFR system, including a User Guide and an on-line demonstration, can be found on the eRA Commons Support Page: http://www.cdc.gov/od/pgo/funding/grants/eramain.shtm.

Performance Reporting: The Annual Performance Report is due no later than 120 days prior to the end of the budget period which is May 29, 2015, and serves as the continuing application. This report should include the information specified in the FOA.

Performance Measures: In addition to the annual performance report, awardees must submit a Performance measures report as specified in the FOA by March 29, 2015.

Audit Requirement: Domestic Organizations: An organization that expends $500,000 or more in a fiscal year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133. The audit period is an organization's fiscal year. The audit must be completed along with a data collection form (SF-SAC), and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House Internet Data Entry System

Electronic Submission:
https://harvester.census.gov/facides/(S(0vkw1zaelyzjibnahocga5i0))/account/login.aspx
AND
Procurement & Grants Office, Risk Management & Compliance Activity Electronic Copy to:
PGO.Audit.Resolution@cdc.gov

After receipt of the audit report, the National External Audit Review Center will provide audit resolution instructions. CDC will resolve findings by issuing Final Determination Letters.

Audit requirements for Subrecipients: The grantee must ensure that the subrecipients receiving CDC funds also meet these requirements. The grantee must also ensure to take appropriate corrective action within six months after receipt of the subrecipient audit report in instances of non-compliance with applicable Federal law and regulations (2 CFR 200 Subpart F and HHS Grants Policy Statement). The grantee may consider whether subrecipient audits necessitate adjustment of the grantee's own accounting records. If a subrecipient is not required to have a program-specific audit, the grantee is still required to perform adequate monitoring of subrecipient activities. The grantee shall require each subrecipient to permit the independent auditor access to the subrecipient's records and financial statements. The grantee must include this requirement in all subrecipient contracts.

Note: The standards set forth in 2 CFR Part 200 Subpart F will apply to audits of fiscal years beginning on or after December 26, 2014.

Federal Funding Accountability and Transparency Act (FFATA): In accordance with 2 CFR Chapter 1, Part 170 Reporting Sub-Award And Executive Compensation Information, Prime Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant equal to or greater than $25,000.

Pursuant to A-133 (see Section_.205(h) and Section_.205(i)), a grant sub-award includes the provision of any commodities (food and non-food) to the sub-recipient where the sub-recipient is required to abide by terms and conditions regarding the use or future administration of those goods. If the sub-awardee merely consumes or utilizes the goods, the commodities are not in and of themselves considered sub-awards.

2 CFR Part 170: http://www.ecfr.gov/cgi-bin/text-idx?SID=62c0c614004c0ada23cb6552e0adcdc6&node=2:1.1.1.1.4&rgn=div5#_top

FFATA: www.fsrs.gov.

Reporting of First-Tier Sub-awards
Applicability: Unless you are exempt (gross income from all sources reported in last tax return is under $300,000), 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 sub-award to an entity.

Reporting: Report each obligating action of this award term to http://www.fsrs.gov. For sub-award 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). You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.govspecify.

Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:

- The total Federal funding authorized to date under this award is $25,000 or more;
- In the preceding fiscal year, you received—
    - 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 Part 170.320 (and sub-awards); and
    - $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 Part 170.320 (and sub-awards); and

- 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. Part 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).

Report executive total compensation as part of your registration profile at http://www.sam.gov. Reports should be made at the end of the month following the month in which this award is made and annually thereafter.

Total Compensation of Sub-recipient Executives: Unless you are exempt (gross income from all sources reported in last tax return is under $300,000), for each first-tier sub-recipient under this award, you must report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if:

- In the sub-recipient's preceding fiscal year, the sub-recipient received—
  - 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 Part 170.320 (and sub-awards); and
  - $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 sub-awards); and
  - 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. Part 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).

You must report sub-recipient executive total compensation to the grantee by the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1st and 31st), you must report any required compensation information of the sub-recipient by November 30th of that year.

Definitions:

- Entity means all of the following, as defined in 2 CFR Part 25 (Appendix A, Paragraph(C)(3)):
  - Governmental organization, which is a State, local government, or Indian tribe;
  - Foreign public entity;
  - Domestic or foreign non-profit organization;
  - Domestic or foreign for-profit organization;
  - Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- Executive means officers, managing partners, or any other employees in management positions.
- Sub-award: a legal instrument to provide support to an eligible sub-recipient for the performance of any portion of the substantive project or program for which the grantee received this award. The term does not include the grantees 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). A sub-award may be provided through any legal agreement, including an agreement that the grantee or a sub-recipient considers a contract.
- Sub-recipient means an entity that receives a sub-award from you (the grantee) under this award; and is accountable to the grantee for the use of the Federal funds provided by the sub-award.
- Total compensation means the cash and non-cash dollar value earned by the executive during the grantee's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR Part 229.402(c)(2)):
  - Salary and bonus
  - 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.

- 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.
- Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- Above-market earnings on deferred compensation which is not tax-qualified.
- 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.

Health Fund Reporting Requirements

Prevention Fund Reporting Requirements: This award requires the grantee to complete projects or activities which are funded under the Prevention and Public Health Fund (PPHF) (Section 4002 of Public Law 111-148) to report on use of PPHF funds provided through this award. Information from these reports will be made available to the public.

Responsibilities for Informing Sub-recipients: Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of 2014 PPHF funds. When a recipient awards 2014 PPHF funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental 2014 PPHF funds from regular sub-awards under the existing program.

Recipients awarded a grant, cooperative agreement, or contract from such funds with a value of $25,000 or more shall produce reports on a semi-annual basis with a reporting cycle of January 1 - June 30 and July 1 - December 31; and email such reports (in 508 compliant format) to the CDC website (template and point of contact to be provided after award) no later than 20 calendar days after the end of each reporting period (i.e. July 20 and January 20, respectively). Recipient reports shall reference the notice of award number and title of the grant or cooperative agreement, and include a summary of the activities undertaken and identify any sub-grants or sub-contracts awarded (including the purpose of the award and the identity of the subrecipient).

Funding Restrictions

Restrictions, which must be taken into account while writing the budget, are as follows:
• No part of any appropriation contained in this Act or transferred pursuant to Sec. 502(a), (b) and (c) of Title V, Division H, Consolidated Appropriations Act, 2014 and section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
(b) No part of any appropriate contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient , or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislative body, other than normal and recognized executive-legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government. (c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending, or future Federal, State, or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.

• Sec. 217,Title II, Division H, Consolidated Appropriations Act, 2014. None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

• Sec 422, Title IV, Division H. None of the funds made available by this Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, made a grant to, or provide a loan or loan guarantee to, any corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agent and made a determination that this further action is not necessary to protect the interests of the Government.

• Sec 423, Title IV, Division H. None of the funds made available by this act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation with respect to which any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsibly for collecting the tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

• Sec 522, Title V, Division H of the Consolidated Appropriations Act, 2014. Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

• Recipients may not use funds for research.

• Recipients may not use funds for clinical care.

• Recipients may only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual agreements for screening services.

• Awardees may not generally use HHS/CDC/ATSDR funding for the purchase of furniture or equipment. Any such proposed spending must be identified in the budget.

• The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project objectives and not merely serve as a conduit for an award to another party or provider who is ineligible.

• Reimbursement of pre-award costs is not allowed.

• Funds will not be used to supplant existing state funding for breast and cervical screening services.

GENERAL REQUIREMENTS

Travel Cost: In accordance with HHS Grants Policy Statement, travel costs are only allowable where such travel will provide direct benefit to the project or program. There must be a direct benefit imparted on behalf of the traveler as it applies to the approved activities of the NoA. To prevent disallowance of cost, the grantee is responsible for ensuring that only allowable travel reimbursements are applied in accordance with their organization's established travel policies and procedures. Grantees approved policies must meet the requirements of 2 CFR Parts 200, 225 and 230, as applicable and 45 CFR Parts 74 and 92, as applicable.

Food and Meals: Costs associated with food or meals are allowable when consistent with OMB Circulars and guidance, HHS Federal regulations, Program Regulations, HHS policies and guidance. In addition, costs must be proposed in accordance with grantee approved policies and a determination of reasonableness has been performed by the grantees. Grantee approved policies must meet the requirements of 2 CFR Parts 200, 225 and 230, as applicable and 45 CFR Parts 74 and 92, as applicable.

Prior Approval: All requests, which require prior approval, must bear the signature of an authorized official of the business office of the grantee organization as well as the principal

investigator or program or project director named on this NoA. The grantee must submit these requests by no later than 120 days prior to this budget period's end date. Any requests received that reflect only one signature will be returned to the grantee unprocessed. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

The following types of requests require prior approval.

- Use of unobligated funds from prior budget period (Carryover)*
- Lift funding restriction, withholding, or disallowance
- Redirection of funds
- Change in scope
- Implement a new activity or enter into a sub-award that is not specified in the most recently approved budget
- Apply for supplemental funds
- Response to the Objective/Technical Review Statement
- Change in key personnel
- Extensions
- Conferences or meetings that exceed cost threshold

Note: Awardees may request up to 75 percent of their estimated unobligated funds to be carried forward into the next budget period.

Templates for prior approval requests can be found at:
http://www.cdc.gov/od/pgo/funding/grants/granteeguidance.shtm

Key Personnel: In accordance with 2 CFR Parts 200.308 and 215.25(c)(2) & (3), CDC grantees must obtain prior approval from CDC for (1) change in the project director/principal investigator, business official, authorized organizational representative or other key persons specified in the FOA, application or award document; and (2) the disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

Inventions: Acceptance of grant funds obligates grantees to comply with the standard patent rights clause in 37 CFR Part 401.14.

Publications: Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

This publication (journal article, etc.) was supported by the Grant or Cooperative Agreement Number **UE1 EH 001261**, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.

Acknowledgment of Federal Support: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and grantees of Federal research grants, shall clearly state:

- percentage of the total costs of the program or project which will be financed with Federal money
- dollar amount of Federal funds for the project or program, and
- percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Copyright Interests Provision: This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Recipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also at the time of submission, Recipient and/or the Recipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Recipient and/or Recipient's submitting author must also post the manuscript

through PMC within twelve (12) months of the publisher's official date of final publication; however the author is strongly encouraged to make the subject manuscript available as soon as possible. The recipient must obtain prior approval from the CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting authors working under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted articles reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

Disclaimer for Conference/Meeting/Seminar Materials: Disclaimers for conferences/meetings, etc. and/or publications: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract the grantee must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily do not reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Logo Use for Conference and Other Materials: Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003). Accordingly, neither the HHS nor the CDC logo can be used by the grantee without the express, written consent of either the CDC Project Officer or the CDC Grants Management Officer. It is the responsibility of the grantee to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the grantee must ensure written consent is received from the Project Officer and/or the Grants Management Officer.

Equipment and Products: To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of $5,000 or more per unit. However, consistent with grantee policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy.

The grantee may use its own property management standards and procedures, provided it observes provisions of in applicable grant regulations and OMB circulars.

Federal Information Security Management Act (FISMA): All information systems, electronic or hard copy, that contain federal data must be protected from unauthorized access. This standard also applies to information associated with CDC grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002, PL 107-347.

FISMA applies to CDC grantees only when grantees collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is

not applicable to recipients of grants, including cooperative agreements. Under FISMA, the grantee retains the original data and intellectual property, and is responsible for the security of these data, subject to all applicable laws protecting security, privacy, and research. If/When information collected by a grantee is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, please review the following website:

http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=107_cong_public_laws&docid=f:publ347.107.pdf

Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:
Grantees are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this award.

Federal Acquisition Regulations
As promulgated in the Federal Register, the relevant portions of 48 CFR section 3.908 read as follows (note that use of the term "contract," "contractor," "subcontract," or "subcontractor" for the purpose of this term and condition, should be read as "grant," "grantee," "subgrant," or "subgrantee"):
3.908 Pilot program for enhancement of contractor employee whistleblower protections.
3.908-1 Scope of section.
(a) This section implements 41 U.S.C. 4712.
(b) This section does not apply to-
(1) DoD, NASA, and the Coast Guard; or
(2) Any element of the intelligence community, as defined in section 3(4) of the National Security Act of 1947 (50 U.S.C. 3003(4)). This section does not apply to any disclosure made by an employee of a contractor or subcontractor of an element of the intelligence community if such disclosure-
(i) Relates to an activity of an element of the intelligence community; or
(ii) Was discovered during contract or subcontract services provided to an element of the intelligence community.
3.908-2 Definitions.
As used in this section-
"Abuse of authority" means an arbitrary and capricious exercise of authority that is inconsistent with the mission of the executive agency concerned or the successful performance of a contract of such agency.
"Inspector General" means an Inspector General appointed under the Inspector General Act of 1978 and any Inspector General that receives funding from, or has oversight over contracts awarded for, or on behalf of, the executive agency concerned.
3.908-3 Policy.
(a) Contractors and subcontractors are prohibited from discharging, demoting, or otherwise discriminating against an employee as a reprisal for disclosing, to any of the entities listed at paragraph (b) of this subsection, information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract, a gross waste of Federal funds, an abuse of authority relating to a Federal contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract). A reprisal is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.
(b) Entities to whom disclosure may be made.
(1) A Member of Congress or a representative of a committee of Congress.
(2) An Inspector General.
(3) The Government Accountability Office.
(4) A Federal employee responsible for contract oversight or management at the relevant agency.
(5) An authorized official of the Department of Justice or other law enforcement agency.
(6) A court or grand jury.
(7) A management official or other employee of the contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

(c) An employee who initiates or provides evidence of contractor or subcontractor misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a Federal contract shall be deemed to have made a disclosure.
3.908-9 Contract clause.
Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)
(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

PAYMENT INFORMATION

Automatic Drawdown (Direct/Advance Payments): Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS will forward instructions for obtaining payments.

PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows:

Director, Division of Payment Management, OS/ASAM/PSC/FMS/DPM
P.O. Box 6021
Rockville, MD 20852
Phone Number: (877) 614-5533_
Email: PMSSupport@psc.gov
Website: http://www.dpm.psc.gov/help/help.aspx

Note: To obtain the contact information of DPM staff within respective Payment Branches refer to the links listed below:

- University and Non-Profit Payment Branch: http://www.dpm.psc.gov/contacts/dpm_contact_list/univ_nonprofit.aspx?explorer.event=true
- Governmental and Tribal Payment Branch: http://www.dpm.psc.gov/contacts/dpm_contact_list/gov_tribal.aspx?explorer.event=true
- Cross Servicing Payment Branch: http://www.dpm.psc.gov/contacts/dpm_contact_list/cross_servicing.aspx
- International Payment Branch: Bhavin Patel (301) 443-9188_

If a carrier other than the U.S. Postal Service is used, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows:

U.S. Department of Health and Human Services
PSC/DFO/Division of Payment Management
7700 Wisconsin Avenue - 10th Floor
Bethesda, MD 20814

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.

For additional information and/or to obtain your agency point of contact at the PMS, see, http://www.dpm.psc.gov/contacts/dpm_contact_list/dpm_contact_list.aspx?explorer.event=true

Payment Management System Subaccount: Effective October 1, 2013, a new HHS policy on subaccounts requires the CDC setup payment subaccounts within the Payment Management System (PMS) for all grant awards. Funds awarded in support of approved activities have been obligated in a newly established subaccount in the PMS, herein identified as the "P Account". A P Account is a subaccount created specifically for the purpose of tracking designated types of funding in the PMS.

All award funds must be tracked and reported separately. Funds must be used in support of approved activities in the FOA and the approved application.

The grant document number and subaccount title (below) must be known in order to draw down funds from this P Account.

Grant Document Number: 001261LP14
Sub-account Title: RFA-EH14-1408

Acceptance of the Terms of an Award: By drawing or otherwise obtaining funds from the grant payment management system, the grantee acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer within thirty (30) days of receipt of this award notice.

Certification Statement: By drawing down funds, the grantee certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and funds drawn down. Recipients must comply with all terms and conditions outlined in their NoA, including grant policy terms and conditions contained in applicable HHS Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grants administration regulations, as applicable; as well as any regulations or limitations in any applicable appropriations acts.

CLOSEOUT REQUIREMENTS

Grantees must submit closeout reports in a timely manner. Unless the Grants Management Specialist/Grants Management Officer (GMS/GMO) approves a deadline extension, the grantee must submit all closeout reports within 90 days after the last day of the final budget period. The due date is December 29, 2017. Reporting timeframe is September 30, 2014 through September 29, 2017. Failure to submit timely and accurate final reports may affect future funding to the organization or awards under the direction of the same Project Director/Principal Investigator (PD/PI).

All manuscripts published as a result of the work supported in part or whole by the cooperative grant must be submitted with the progress reports.

An original plus two copies of the reports must be mailed to the GMS for approval by the GMO by the due date noted. Ensure the Award and Program Announcement numbers shown above are on the reports.

The final and other programmatic reports required by the Terms and Conditions of the NoA are the following.

Final Performance Report: An original and two copies are required. At a minimum, the report should include the following:

- Statement of progress made toward the achievement of originally stated aims.
- Description of results (positive or negative) considered significant.
- List of publications resulting from the project, with plans, if any, for further publication.

Final Federal Financial Report (FFR, SF-425): The FFR should only include those funds authorized and actually expended during the timeframe covered by the report. The Final FFR, SF-425 is required and must be submitted through eRA Commons no later than 90 days after the end of the project period. This report must indicate the exact balance of unobligated funds and may not reflect any unliquidated obligations. Should the amount not match with the final expenditures reported to the Department of Health and Human Services' Payment Management Services (PMS), you will be required to update your reports to PMS accordingly. Remaining unobligated funds will be de-obligated and returned to the U.S. Treasury.

If the final reports (FFR and Final Progress Report) cannot be submitted within 90 days after the end of the project period, in accordance with 2 CFR Parts 200.343 (Closeout), 225 and 230, the grantee must submit a letter requesting an extension that includes the justification for the delay and state the expected date the CDC Procurement and Grants Office will receive the reports. All required documents must be mailed to the business contact identified in Staff Contacts.

Equipment Inventory Report: An original and two copies of a complete inventory must be submitted for all major equipment acquired or furnished under this project with a unit acquisition cost of $5,000 or more. The inventory list must include the description of the item, manufacturer serial and/or identification number, acquisition date and cost, percentage of Federal funds used in the acquisition of the item. The grantee should also identify each item of equipment that it wishes to retain for continued use in accordance with 2 CFR Parts 200, 215.37 or 2 CFR Part 215.71. These requirements do apply to equipment purchased with non-federal funds for this program. The awarding agency may exercise its rights to require the transfer of equipment purchased under the assistance award referenced in the cover letter. CDC will notify the grantee if transfer to title will be required and provide disposition instruction on all major equipment. Equipment with a unit acquisition cost of less than $5,000 that is no longer to be used in projects or programs currently or previously sponsored by the Federal Government may be retained, sold, or otherwise disposed of, with no further obligation to the Federal Government. If no equipment was acquired under this award, a negative report is required.

Final Invention Statement: An original and two copies of a Final Invention Statement are required. Electronic versions of the form can be downloaded by visiting http://www.hhs.gov/forms/hhs568.pdf. If no inventions were conceived under this assistance award, a negative report is required. This statement may be included in a cover letter.

CDC ROLES AND RESPONSIBILITIES

Roles and Responsibilities: Grants Management Specialists/Officers (GMO/GMS) and Program/Project Officers (PO) work together to award and manage CDC grants and cooperative agreements. From the pre-planning stage to closeout of an award, grants management and program staff have specific roles and responsibilities for each phase of the grant cycle. The GMS/GMO is responsible for the business management and administrative functions. The PO is responsible for the programmatic, scientific, and/or technical aspects. The purpose of this factsheet is to distinguish between the roles and responsibilities of the GMO/GMS and the PO to provide a description of their respective duties.

Grants Management Officer: The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards including:

- Determining the appropriate award instrument, i.e.; grant or cooperative agreement
- Determining if an application meets the requirements of the FOA
- Ensuring objective reviews are conducted in an above-the-board manner and according to guidelines set forth in grants policy
- Ensuring grantee compliance with applicable laws, regulations, and policies
- Negotiating awards, including budgets
- Responding to grantee inquiries regarding the business and administrative aspects of an award
- Providing grantees with guidance on the closeout process and administering the closeout of grants
- Receiving and processing reports and prior approval requests such as changes in funding, carryover, budget redirection, or changes to the Terms and Conditions of an award
- Maintaining the official grant file and program book

The GMO is the only official authorized to obligate federal funds and is responsible for signing the NoA, including revisions to the NoA that change the Terms and Conditions. The GMO serves as the counterpart to the business officer of the recipient organization.

GMO Contact: See Staff Contacts below for the assigned GMO

Grants Management Specialist: The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards. Many of the functions described above are performed by the GMS on behalf of the GMO.

GMS Contact: See Staff Contacts below for the assigned GMS

Program/Project Officer: The PO is the federal official responsible for the programmatic, scientific, and/or technical aspects of grants and cooperative agreements including:

- The development of programs and FOAs to meet the CDC's mission
- Providing technical assistance to applicants in developing their applications e.g. explanation of programmatic requirements, regulations, evaluation criteria, and guidance to applicants on possible linkages with other resources
- Providing technical assistance to grantees in the performance of their project
- Post-award monitoring of grantee performance such as review of progress reports, review of prior approval requests, conducting site visits, and other activities complementary to those of the GMO/GMS

Programmatic Contact:
Kimball Credle, MPH
Project Officer
Division of Emergency and Environmental Health Services
National Center for Environmental Health
Centers for Disease Control and Prevention (CDC)
4770 Buford Highway - Mailstop F58
Atlanta, Georgia 30341
Phone: 770-488-3643_
Fax: 770-488-3635_
E-mail address: kfc2@cdc.gov

STAFF CONTACTS
Grants Management Specialist: Glynnis Taylor
Centers for Disease Control and Prevention
Procurement and Grants Office
Koger Center, Colgate Building
2920 Brandywine Road, Mail Stop K 69
Atlanta, GA 30341
Email: gtaylor1@cdc.gov **Phone**: 770-488-2752 **Fax**: 770-488-2670

Grants Management Officer: Merlin Williams
Center for Disease Control and Prevention (CDC)
Procurment and Grants Office
2920 Brandywine Road, MS E-15
Atlanta, GA 30341
Email: mqw6@cdc.gov **Phone**: (770) 488-2851 **Fax**: (770) 488-2868

SPREADSHEET SUMMARY
GRANT NUMBER: 1UE1EH001261-01

INSTITUTION: IMPACT ASSESSMENT, INC.

Budget	Year 1	Year 2	Year 3
Salaries and Wages	$106,528		
Fringe Benefits	$37,285		
Personnel Costs (Subtotal)	$143,813		
Supplies	$9,741		
Travel Costs	$4,000		
Other Costs	$3,260		
Consortium/Contractual Cost	$93,474		
TOTAL FEDERAL DC	$254,288	$254,288	$254,288
TOTAL FEDERAL F&A	$50,384	$50,384	$50,384
TOTAL COST	$304,672	$304,672	$304,672