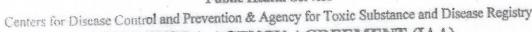
# DEPARTMENT OF HEALTH AND HUMAN SERVICES

Public Health Service





# INTER/INTRA-AGENCY AGREEMENT (IAA) Receivable Agreements (CDC/ATSDR is Performing Work)

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FSIS-IA-10-091

### FISCAL YEAR (FY) 2010 INTERAGENCY AGREEMENT

between the

NATIONAL CENTER FOR ENVIRONMENTAL HEALTH (NCEH) CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC) U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

and the

OFFICE OF PUBLIC HEALTH SCIENCE (OPHS) FOOD SAFETY AND INSPECTION SERVICE (FSIS) U.S. DEPARTMENT OF AGRICULTURE

#### A. Background

This FSIS-CDC fiscal year 2010 interagency agreement provides FSIS support to the Environmental Health Specialists Network (EHS-Net). The Environmental Health Specialists Network (EHS-Net) is a collaborative forum of environmental health specialists, epidemiologists, and laboratory professionals who work to understand the contributing factors and environmental causes of foodborne and waterborne diseases and to improve environmental public health practice. This is accomplished through a variety of research and non-research activities carried out by environmental health specialists from food and water safety environmental health service programs. This collaborative forum of people represent state and local regulatory and non-regulatory environmental health service programs, federal agencies such as the Food and Drug Administration, the Food Safety and Inspection Service, the Food and Nutrition Service, Environmental Protection Agency, and the Centers for Disease Control and Prevention as well as interested industry groups. Information and data gathered by EHS-Net support science-based recommendations and policy development.

#### B. Purpose:

The purpose of this agreement between the National Center for Environmental Health (NCEH), CDC and the Office of Public Health Science, FSIS is to provide \$175,000 funding for the Environmental Health Specialist Network (EHS-Net) to continue to improve food safety knowledge by:

 Conduct special study in EHS-Net sites that is focused on Listeria monocytogenes in retail venues

### C. Description of Services

FSIS will transfer fiscal year 2010 funds in the amount of \$175,000 to CDC to the

Environmental Specialist Network to:

 Help support the inclusion of food safety officials from state and local agencies, such as departments of agriculture, that have jurisdiction over retail venues, such as grocery stores, markets, and delis and support the conduct special studies in retail venues, such as grocery stores, markets, and delis, and  Support an ORISE Fellow who will oversee a Listeria in retail venues study.

### D. Responsibilities of Each Agency:

#### FSIS shall:

1. Provide a point of contact to act as the representative of FSIS

2. Provide fiscal resources as specified in section C. of this agreement

Provide scientific and technical staff participation in the development and conduct
of special studies in retail venues, such as grocery stores, markets, and delis

#### CDC shall:

1. Provide staff to conduct and oversee EHS-Net programs and studies

EHS-Net will generate data to support FSIS scientific assessments and risk management strategies in the area of food safety.

a. EHS-Net will develop and conduct a study that will provide data for a current Listeria monocytogenes (Lm) in retail interagency risk assessment.

EHS-Net will increase the participation of state and local agencies, such as
departments of agriculture, which have jurisdiction over retail venues, such as
grocery stores, and markets, and delis.

Provide a detailed list of accomplishments through this agreement to FSIS.

 CDC will provide a summary of expenditures by object class to FSIS within 90 days of the end of the fiscal year.

### E. <u>Liaison Officers</u>:

#### CDC/Financial

Debbie Bankston, Lead Public Health Advisor EHSB/EEHS/NCEH/CDC 4770 Buford Hwy. N.E. Atlanta, GA 30341-3717 Tel. 770-488-7014

#### FSIS/Financial

Sherri Johnson, Director RPM/OPHS/FSIS/USDA 901 D Street, SW Room 330 (overnight) Washington, DC 20024 Tel. 202-690-6623

#### CDC/Technical

Carol Selman, Senior Public Health Advisor EHSB/EEHS/NCEH/CDC 4770 Buford Hwy. N.E. Atlanta, GA 30341-3717 Tel. 770-488-4352

#### FSIS/Technical

Kristin Holt, FSIS Lizison to CDC OAA/OPHS/FSIS/USDA c/o CDC 1600 Clifton RD., NE MS G-24 Atlantz, GA 30329 Tel. 404-639-3379

### F. Authority

This agreement is made under the authority of the Economy Act of 1932, as amended (31 U.S.C. 1535) and adheres to the Federal Acquisitions Regulations. Pursuant to the Economy Act, FSIS payments to the CDC for services performed under this agreement are limited to the actual cost that the CDC incurs in performing these services. FSIS may make advance payments to the

CDC; however, these payments will be adjusted to reflect the actual cost incurred by the CDC. The CDC actual cost will not exceed estimated amount. Actual cost summary will be provided to FSIS 90 days after the end of the fiscal year.

At least 60 days prior to the expiration of a modification to this agreement, the CDC will submit to FSIS both a proposed budget for activities pursuant to the agreement in the next fiscal year and an explanation of all items that the CDC proposes to charge to FSIS. This explanation shall detail the methods that the CDC used to calculate indirect costs and to allocate such costs to FSIS.

The CDC will make available to FSIS and to such persons as FSIS designates as its representatives all financial records relating to activities pursuant to this agreement.

#### INTERAGENCY AGREEMENT TERMS AND CONDITIONS

#### 1. General

The Interagency Agreement (IA) form, these Terms and Conditions, the Statement of Work (SOW); and any attachments constitute an IA between the requesting agency, Food Safety and Inspection Service (FSIS), and the servicing agency, Centers for Disease Control. This agreement shall be effective on the date of the final signature by authorized officials of both agencies, and shall remain in effect for the period(s) stated on the form, or until terminated in accordance with the Cancellation/Termination provision of this contract.

#### 2. Definitions

COTR: the requesting agency's Contracting Officer's Technical Representative

Requesting Agency: USDA, Food Safety and Inspection Service

Servicing Agency: The federal agency that is performing services or providing goods under this agreement named in number 1 above.

### 3. Competition Requirements for the Servicing Agency

All acquisitions awarded by the servicing agency in performance of this IA shall comply with the Competition in Contracting Act (CICA), Public Law 98-369.

### 4. Funding and Reimbursement

The servicing agency shall make no other commitments or expenditures beyond 100% of funds obligated and shall be excused from further performance of the work unless and until the requesting agency's Contracting Officer (CO) increases the total obligation under this agreement by modification.

### Special Terms for One-Year Funding:

The total amount to be reimbursed shall not exceed the total amount obligated for the current fiscal year. If this agreement is issued under the authority of the Economy Act (31 U.S.C. 1535 and 1536 and the servicing agency uses in-house resources to perform part or all of the agreement, work must stop on September 30th of the current fiscal year and any unexpended funds must be deobligated. In-house work to continue in the next fiscal year must be funded effective October 1st with the new fiscal year's funds.

Special Terms for Greater than One-Year Funding:

For longer than one-year (e.g., two year, no-year) funding availability, the dates are extended appropriately.

### 5. Servicing Agency Contract Award

Any contract action awarded by the servicing agency in connection with this agreement shall be awarded no later than 30 September 2010.

### 6. Billing Instructions/Support Documentation for Expenditures

Billing and reimbursement may be handled through the Intra-governmental Payment and Collection (IPAC) system, or the servicing agency may submit invoices when the work is completed or as otherwise authorized. The Payable IA number, the Agency Locater Codes, appropriate accounting code(s), and associated dollar amounts must be referenced on all IPAC transactions or invoices.

If IPAC is used, the servicing agency shall provide documentation supporting all charges to the requesting agency's COTR. In the event that advance payment is requested and authorized, the servicing agency shall furnish expenditure reports to the COTR on a monthly basis.

If invoices are used, the invoices, along with supporting documentation shall be submitted to the requesting agency's payment office as shown on the IA form, with a copy furnished to the COTR. Per the Economy Act and Federal Acquisition Regulation 17.505, bills or requests for advance payment will not be subject to audit or certification in advance of payment.

Both agencies agree to promptly discuss and resolve issues and questions regarding payments. The servicing agency will promptly initiate year-end and closeout adjustments once final costs are known.

#### 7. Travel

All travel under this IA shall be in accordance with the Federal Travel Regulations.

### 8. Prompt Payment

The servicing agency shall not assess the requesting agency for any prompt payment interest charged to the servicing agency.

#### 9. Modifications

When appropriate, a unilateral administrative modification will be issued by the requesting agency (e.g. to add funds with no change to the SOW, to change a COTR name). A written bilateral modification (i.e., agreed to and signed by authorized officials of both parties) will be issued to change the IA, modify the SOW, etc.

Authority to modify an IA on behalf of FSIS is expressly limited to the Contracting Officer. The COTR is not authorized to modify an interagency agreement. The servicing agency assumes all

risks, liabilities, and consequences of performing additional work outside the specified scope of work without prior written approval from the Contracting Officer.

### 10. Program Office/COTR Responsibilities

The requesting agency COTR and the servicing agency program office shall be responsible for technical oversight of the specified product or services, as set forth in the SOW of this agreement. In carrying out these responsibilities, they will operate within the scope of applicable regulations, specifically delegated authorities, and the program authorities and funding limitations of the IA. The COTR has no authority to make changes to the terms of this IA.

COTR for this IA: Kristin Holt (404) 639-3379

#### 11. Property

Non-expendable property purchased from funds supplied under this agreement shall become an asset of the requesting agency unless otherwise agreed to in writing by both agencies. Purchase of equipment required for performance of the work must be authorized under this IA.

#### 12. Third Party Liability

With respect to third-party liability for acts arising out of the performance of official duty by a government employee of the servicing agency, the servicing agency undertakes responsibilities for the investigation, adjudication, settlement, and payment of any claim asserted against the United States; except that, in all cases, the responsibility for the investigation, adjudication, settlement, and payment of any claim with respect to third-party liability arising out of the use, damage, or destruction of loaned personal property shall be the responsibility of the particular agency that has custody and control of the said personal property. In addition, the servicing agency representative shall have the duty of investigating and reporting, in accordance with the servicing agency's regulations and policies, incidents occurring on, or involving that servicing agency's real property, and the requesting agency agrees to cooperate fully in such investigations.

### 13. Disputes

Nothing in this agreement is intended to conflict with current requesting agency or USDA directives. However, should disagreement arise as to the interpretation of the provisions of this agreement that cannot be resolved between the servicing agency program office and the requesting agency COTR, the area(s) of disagreement will be reduced to writing by each agency and presented to the authorized officials at both agencies for resolution. If settlement cannot be reached at this level, the disagreement will be raised to next level in accordance with servicing agency and requesting agency procedures for final resolution.

#### 14. Cancellation/Termination

This agreement is subject to cancellation or termination, with at least 30 calendar days (unless the SOW specifies a different period) advance written notice by either party. The servicing agency shall be reimbursed for the cost of all completed and partially completed work (up to the IA ceiling) as of the effective date of cancellation.

#### 15. Project Completion and Closeout

When the requesting agency has accepted all deliverables related to the SOW, the servicing agency will provide a written project evaluation and final accounting of project costs to the requesting agency CO. The servicing agency account will then be closed and any remaining funds will be returned to the requesting agency immediately. After final accounting, the remaining balance in the project account will be deobligated by an IA modification.

#### 16. Accessibility of Electronic and Information Technology

Each Electronic and Information Technology (EIT) product or service furnished under this agreement shall comply with the Electronic and Information Technology Accessibility Standards (36 CFR 1194), which implements Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d).

#### 17. Receipt and Acceptance of Order

It is required that the addressee acknowledge receipt and acceptance of this order as soon as possible, but not later than thirty days after receipt of this order, and return all signed copies except one, to the addresses provided in block 5 of the OF-347, Order for Supplies and Services.

(FSIS-IA-10-091)

RECEIPT AND ACCEPTANCE OF ORDER	
M. Q. Oa. Yourson	7/9/10
Signature/Title	Date
Carol H. Aloisio, MPA, Management Officer,	NCEH/ATSDR
Contact Name/Phone	
4770 Buford Hwy, Atlanta, GA 30341	
Address	

# Receivable Agreement Checklist and Instructions

Section	Info Required	Instructions	Info Source	CIO	FMO
1.0	CDC IAA #	Enter the CDC IAA #. This is manually generated using the following nomenclature: aa-bbcc-dddd, where: aa = current fiscal year of agreement bb = CIO code (two-letters) cc = year the agreement was originally created dddd = unique tracking number (length not limited)	Program Staff		/
2.0	Procuring Agency IAA#	Enter the Procuring Agency IAA or PO #. The Procuring Agency is that agency that the CDC will do business with. The Procuring Agency IAA or PO # is referred to as the "agreement number" in UFMS and will appear on invoice.	Procuring Agency / Statement of Work (SOW)		
3.0	Type of Agreement	Select one of the following: New, Modification or Administrative. Select "Administrative" if making the following changes to an existing agreement:  CIO or Procuring Agency contact information Billing Information	sow		
),1	Modification Number	If agreement is a modification, enter the Modification Number.	sow		
4.0	Title of Project	Enter Title of Project.	sow		/
5.0	Type of Customer*  *Customer = Procuring Agency or Entity	Select one of the following: FED, Non-FED, or Non-FED Billing.  Definitions:  FED = A Federal customer billed on scheduled basis (i.e., monthly, quarterly, etc.)  Non-FED = A Non-Federal customer that has paid CDC in advance of CDC performing work. This requires confirmation and receipt of check.  Non-FED Billing = A Non-Federal customer that CDC will bill in arrears as costs are incurred. Prior to negotiating this term, FMO management approval is required.	sow		
3.0	Description of Work	Statement of Work should be attached to the Form 1271 and should include:  a) Background b) Purpose c) Description of the services, supplies, and /or equipment to be supplied:   (MUST meet specificity requirements of 31 U.S.C. 1501 (see Chapter 7 of GAO Appropriation Law "Redbook")) d) Responsibilities of each agency e) Additional program and financial contact persons as needed f) Billing information: If procuring agency accepts IPAC, please specify. If agency or entity does not accept IPAC, include billing address. g) Travel – If the agreement includes travel, the following language should be included in the SOW: "Travel under this agreement is subject to allowances authorized in accordance with Federal Travel Regulations, Joint Federal Travel Regulations, and/or Foreign Service Regulations" h) Title to Equipment – The following statement should be included in the SOW: "Unless otherwise requested by the procuring agency, CDC will retain title to any equipment procured in order to provide service"	Program Staff		
6.1	Amount	If the agreement is new, enter the full agreement amount. If the agreement is a modification, then enter the amount of the modification only: For example, if the agreement is a reduction, enter the amount that the agreement has been reduced by. If the agreement is an increase, enter the amount that the agreement has been increased by.	sow		

# Receivable Agreement Checklist and Instructions

Section	Info Required	Instructions	Info Source	CIO	FMO
7.0	Name & Address of Procuring Federal Agency or other entity	Enter Name & Address of Procuring Agency or Entity:  • For the Name, please enter the "parent" agency and "children" centers, departments, or offices.  • Name example: Department of Health and Human Services (HHS)/Health Care Financing Administration (HCFA)/Centers for Medicare & Medicaid Services (CMS)	SOW / Procuring Agency		
7.1	Liaison Information (Procuring Agency)	Enter Procuring Agency Liaison's name, email address, phone #, and fax #	SOW / Procuring Agency		
8.0	Name & Address of CDC Center, Institute, or Office	Enter Name & Address of CDC Center, Institute, or Office	sow		
8.1	Liaison Information (CDC)	Enter CDC Liaison's name, email address, phone #, and fax #. This person should be the Project Officer. (Project Officer = "Project Manager" in UFMS. This is the person who will be receiving email notifications as a Key Member from UFMS)	sow		1
9.0	Project Period	Enter the Project Period. The project period is the period of time that a project (i.e., contract, IAA) is approved for support. The Project Period that is entered on Form 1271 should be consistent with the Project Period that is listed in the SOW.	sow		
9.1	Budget Period	Enter the Budget Period. The budget period is the period of time that an appropriation is available for obligation. The Budget Period that is entered on Form 1271 should be consistent with the Budget Period that is listed in the SOW.	sow	-	
10.0	Authority (CDC)	Select Economy Act or Other. If the agreement requires detail of CDC personnel, then justification must be written and attached. If Other is selected, specify applicable authority.	BEST Lead Budget Analyst		/
11.0	Authority (Procuring Agency)	Enter the Procuring Agency's legislative authority.	SOW / Procuring Agency		1
11.1	CDC Overhead	Select CDC Standard Overhead or CDC Overhead Waiver. CDC Overhead Waivers must be granted and approved by Budget Execution Branch Chief, in advance of negotiation, with a copy attached to the agreement.	CIO Project Manager (or the person negotiating agreement)		
12.0	CDC Funding Information	Enter:  Treasury Symbol/Appropriation Budget Activity Owning Organization Admin. Code Fund Value Crosscutting Code	BEST Lead Budget Analyst		
12.1	CANs	<ul> <li>For continuing agreements, first existing CAN's.</li> <li>For new agreements, MOST will generate a new program direct CAN, CDC Indirect CAN, and CIO Indirect CAN based on the information provided in 12.0.</li> </ul>	BEST Lead Budget Analyst		a de la companya del companya de la companya del companya de la co
12.2	CANs	If there is more than 1 program direct CAN, please provide the budget activity, owning organization admin. code, fund value, crosscutting code, and description for each program direct CAN in a separate attachment.	BEST Lead Budget Analyst		1

## Receivable Agreement Checklist and Instructions

Section	Info Required	Instructions	Info Source	CIO	FMO
12.3	Fiscal Year and Costs	Enter Fiscal Year.     Enter Direct Cost, CIO Indirect Cost and percentage, CDC Indirect Cost and percentage, and Total. Total is entered in UFMS as Budget Authority.  See Indirect Cost Methodology on page 4 of this document for calculations.	BEST Lead Budget Analyst		1
13.0	Procuring Agency Billing Requirements	Enter procuring agency's:  Treasury Symbol/Appropriation ALC (Agency Location Code) EIN (Employer Identification Number, or "Tax ID") DUNS (Dun & Bradstreet's Data Universal Number)	Procuring Agency / SOW		- /
13.1	Billing Frequency	Select billing frequency: Monthly, Quarterly, or Immediate.	sow		- /
14.0	Additional Billing Requirements of the Procuring Agency	If there other customer billing requirements in addition to the ones listed in Section 13, then list them in this section (Section 14).	Request from Customer		V
15.0	Procuring Agency Budget Contact	Enter Name, telephone number and email address of contact person.	Procuring Agency / SOW		1
15.1	CIO Contact	Enter Name and Phone of CIO contact. This is usually the program staff member that created the agreement or a program designee of the Project Officer.	N/A		1
15.2	CDC FMO Budget Contact	Enter Name and Phone of BEST Budget Analyst.	BEST Budget Analyst		
16.0	Other Requirements	These are terms that apply to all receivable agreements, where applicable. No action is required for this section.	N/A		
17.0	CDC Acceptance	Enter name, title, email address, signature, and date.  Since agency agreements are essentially contractual in nature, there must be a proposal by one component and an acceptance by another. Once the proposal has been agreed upon, approval must be conveyed by all parties signing the agreement. Only then can funds be obligated. The delegation of authority (Refer to Appendix XII—Delegations of Authority of Budget Execution SOP for more information) from the Director, CDC, to authorize agreements within CDC and between the CDC and other entities (both interagency and Intra-CDC) is set forth in CDC delegations of authority.	CIO staff with proper authority		
	ANALYSIS ANALYSI ANAL	The responsibility for the agreement rests primarily with the CIO; however, CIO staff may wish to seek FMO and/or legal advice before entering into an agreement.			
18.0	Procuring Agency Acceptance	Enter name, title, email address, signature, and date.	Request from Procuring Agency		
	Reviewed:	FMO Budget Analyst Signature:	BEST Budget Analyst	DATE:	

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