EXHIBIT 10:  
CITY OF CHICAGO GRANT INFORMATION

Purchases made under this contract may be partially or fully funded with federal or state of Illinois grant funds, including but not limited to the grants included in this exhibit. Contractor must comply with all terms, conditions and requirements enumerated by the grant funding source.
**Illinois Department on Aging**
**AREA AGENCY ON AGING NOTIFICATION OF GRANT AWARD**
Under Title III of the Older Americans Act

### PART I

1. **Type of Grant or Action:**
   - [X] New
   - _____ Continuation
   - _____ Supplement
   - _____ Revision No., Dated _____ (Indicate type of Grant revised _____ )

2. **Approved Budget Period:** Federal FY 2015
   - Beginning October 1, 2014 and Ending September 30, 2015

3. **Name of AAA Director:**
   - Evelyn Diaz, Commissioner

4. **Name and Address of AAA:**
   - Senior Services Area Agency on Aging
   - Chicago Department of Family & Support Services
   - 1615 West Chicago Avenue, 3rd Floor
   - Chicago, Illinois 60622
   - Telephone No.: (312) 744-4016

5. **Name and Address of Payee:**
   - (If different from 4. above)
   - Same as 4.

### PART II
**Department of Health & Human Services - CFDA #**

<table>
<thead>
<tr>
<th>Program</th>
<th>Title III-B</th>
<th>Title III-C1</th>
<th>Title III-C2</th>
<th>Title III-D</th>
<th>Title III-E</th>
<th>Title III-Omb</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supportive Services</td>
<td>(93.044)</td>
<td>Congregate Meals</td>
<td>(93.045)</td>
<td>Home-Delivered Meals</td>
<td>(93.043)</td>
<td>National Family Caregiver Support Program</td>
</tr>
<tr>
<td>Estimated Total Costs</td>
<td>$5,481,318</td>
<td>$6,871,134</td>
<td>$9,656,677</td>
<td>$246,817</td>
<td>$1,566,191</td>
<td>$505,598</td>
</tr>
<tr>
<td>Program Income (Additive) to be expended</td>
<td>$25,000</td>
<td>$700,000</td>
<td>$900,000</td>
<td>$15,000</td>
<td>$10,000</td>
<td>$0</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$5,506,318</td>
<td>$6,971,134</td>
<td>$10,556,677</td>
<td>$261,817</td>
<td>$1,576,191</td>
<td>$505,598</td>
</tr>
</tbody>
</table>

### PART III
**Total Area Agency Resources**

<table>
<thead>
<tr>
<th>Program</th>
<th>Title III-B</th>
<th>Title III-C1</th>
<th>Title III-C2</th>
<th>Title III-D</th>
<th>Title III-E</th>
<th>Title III-Omb</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Share</td>
<td>$551,122</td>
<td>$1,400,000</td>
<td>$2,800,000</td>
<td>$0</td>
<td>$226,957</td>
<td>$0</td>
</tr>
<tr>
<td>In-Kind</td>
<td>$551,122</td>
<td>$1,400,000</td>
<td>$0</td>
<td>$0</td>
<td>$226,957</td>
<td>$0</td>
</tr>
<tr>
<td>Cash</td>
<td>$0</td>
<td>$0</td>
<td>$2,800,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Project Income (Deductive)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

### PART IV
**Total IDoA Funds Authorized to be expended**

<table>
<thead>
<tr>
<th>Program</th>
<th>Title III-B</th>
<th>Title III-C1</th>
<th>Title III-C2</th>
<th>Title III-D</th>
<th>Title III-E</th>
<th>Title III-Omb</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Share</td>
<td>$1,798,454</td>
<td>$0</td>
<td>$2,707,043</td>
<td>$0</td>
<td>$57,784</td>
<td>$131,944</td>
</tr>
<tr>
<td>Federal Funds</td>
<td>$3,106,742</td>
<td>$3,809,906</td>
<td>$1,807,792</td>
<td>$231,817</td>
<td>$1,271,450</td>
<td>$373,654</td>
</tr>
<tr>
<td>Commodities</td>
<td>$961,228</td>
<td>$1,441,842</td>
<td>$961,228</td>
<td>$1,441,842</td>
<td>$961,228</td>
<td>$1,441,842</td>
</tr>
<tr>
<td>Nutritional Services Incentive Program (CFDA # 93.053)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Annualized FFY 2015</td>
<td>$2,958,802</td>
<td>$3,824,734</td>
<td>$1,788,311</td>
<td>$210,743</td>
<td>$1,210,905</td>
<td>$97,654</td>
</tr>
<tr>
<td>Title III Allotment</td>
<td>$2,958,802</td>
<td>$3,824,734</td>
<td>$1,788,311</td>
<td>$210,743</td>
<td>$1,210,905</td>
<td>$97,654</td>
</tr>
</tbody>
</table>
### Illinois Department on Aging
AREA AGENCY ON AGING NOTIFICATION OF GRANT AWARD
Under Title VII of the Older Americans Act

**PART I**

1. **Type of Grant or Action:**
   - X New
   - ______ Continuation
   - ______ Supplement
   - ______ Revision No. _____ Dated ____________
   (Indicate type of Grant revised ____________ )

2. **Approved Budget Period:** Federal FY 2015
   Beginning October 1, 2014 and Ending September 30, 2015

3. **Name of AAA Director:**
   Evelyn Diaz, Commissioner

4. **Name and Address of AAA:**
   Senior Services Area Agency on Aging
   Chicago Department of Family & Support Services
   1615 West Chicago Avenue, 3rd Floor
   Chicago, Illinois 60622
   Telephone No.: (312) 744-4016

5. **Name and Address of Payee:**
   (If different from 4. above)
   Same as 4.

### PART II
(HHS - CFDA #)

<table>
<thead>
<tr>
<th>Title VII Elder Abuse Prevention (93.041)</th>
<th>Title VII Elder Abuse Prevention (93.041)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Estimated Total Costs</td>
<td>$79,307</td>
</tr>
<tr>
<td>2. Program Income (Additive) to be expended</td>
<td>$0</td>
</tr>
</tbody>
</table>

### PART III
Total Area Agency Resources

| A. In-Kind | $0 | $0 |
| B. Cash | $0 | $0 |

### PART IV
Total IDoA Funds Authorized to be expended

| 1. State Share | $0 | $0 |
| 2. Federal Funds | $79,307 | $31,423 |

| A. Title VII | $79,307 | $31,423 |
| B. Commodities | $0 | $0 |

**Title VII Ombudsman**

<table>
<thead>
<tr>
<th><strong>Title VII Elder Abuse</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>$79,307</td>
</tr>
</tbody>
</table>

**Annualized FFY 2015 Title VII Allotment**

| $79,307 | $31,423 |

---

this part left intentionally blank
In addition to all conditions in the Area Plan as approved, the conditions below apply to this Grant:

A. Unless revised, the AMOUNT shown on Part IV, Item 2 and Part VII, Item 2 will constitute a ceiling for FEDERAL participation in the approved net cost. Final Federal participation will be determined by the close-out report submitted as required by the Illinois Department on Aging (hereinafter referred to as IDoA).

B. Unless revised, the AMOUNT shown on Part IV, Item 1 and Part VII, Item 1 will constitute a ceiling for STATE participation in the approved net cost.

C. The Federal share of the approved net cost is earned ONLY when the cost is accrued and the NON-FEDERAL share of the cost has been contributed. Receipt of Federal Funds (either through advance or reimbursement) does not constitute earning of these funds.

D. Receipt of funds under this award (either Federal, including NSIP Commodity resources, or State) is contingent upon the following:

(1) Appropriation: Obligations of the State will cease immediately without penalty or further payment being required if in any fiscal year the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement.

(2) All terms and conditions of the appropriate Area Plan and Notification of Grant Award (NGA), including Attachment 1, incorporated herein, are being met.

(3) In compliance with the Grant Funds Recovery Act (30 ILCS 705/5), State grant funds not expended or legally obligated by the end of the Grant Agreement, or during the time limitation to grant fund expenditures set forth in this section, must be returned to the Grantor Agency within 45 days, if the funds are not already on deposit with the Grantor Agency or the State Treasurer.

(4) All grant funds must be obligated by the end of the approved budget period and must be used as specified in the approved Area Plan.

(5) Compliance with applicable state and federal laws, rules, and regulations.

(6) The Grantee shall report actual or suspected abuse, neglect, or financial exploitation of any adult with disabilities aged 18 - 59 or an adult aged 60 or older who does not live in a nursing home and comply with applicable reporting requirements for child abuse (relating to children or adolescents under age 18).

(7) All terms and conditions of the NGA, any subsequent amendments, and any non-exempt public records, as defined at 5 ILCS 140/2(c) and 7(2), that are related to the Area Agency’s work under this NGA, are public information subject to the provisions of the Freedom of Information Act (5 ILCS 140/1 et seq.).

(8) Any statements, provisions, or considerations contained in the Attachments that are inconsistent with the provision of this Grant shall be of no force or effect in the event there is a conflict between this Grant and relevant statutes or administrative rules, the statute or rule shall control.

(9) This certifies acceptance of the terms of the Grant, as specified in the conditions and certifications as enumerated in this NGA. This further certifies that the accepting agency understands that it must administer the Grant in compliance with all rules, regulations and policies of the State of Illinois, as well as those of the IDoA.

(10) The Grantee shall maintain, for a minimum of three years after the completion of the Grant, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Grant; the Grant and all books, records, and supporting documents related to the Grant shall be available for review and audit by the Illinois Department on Aging, Executive Inspector General, the Auditor General and the Attorney General; and the Grantee agrees to cooperate fully with any audit conducted by the Illinois Department on Aging, Executive Inspector General, the Auditor General, and the Attorney General; and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Grant for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

(11) Following thirty (30) days’ written notice, the IDoA may terminate this Grant Agreement in whole or in part without the payment of any penalty or incurring any further obligation to the Grantee. Following such termination, the Grantee shall be entitled to compensation upon submission of fiscal and program reports related to services provided under this Grant Agreement up to and including the date of termination.

Following thirty (30) days’ written notice, the Grantee may terminate this Grant Agreement. The Grantee agrees to exercise its termination rights under this paragraph in a timely manner if the Grantee will not be willing to continue performing services under the Grant Agreement and as outlined in the Grant Application upon written notification of any Grant Amendment, extension, or renewal; change in the administrative rules, policies or procedures for the program; or other material modifications of circumstances affecting obligations and performance under this Grant Agreement. Following any such termination, the Grantee shall be entitled to compensation upon submission of fiscal and program reports related to services provided under this Grant Agreement up to and including the date of termination.

(12) This Grant may be amended by the mutual consent of both parties at any time during its term. Amendments to this Grant shall be in writing, signed by both parties or their authorized representatives. The Grantee’s non-compliance with the terms of this Grant or misrepresentation by the Grantee may result in immediate termination of the Grant or other sanctions as appropriate, including a refund of all or part of any funds awarded by the State of Illinois pursuant to this Grant.
(13) IDoa may terminate this Grant immediately in the event the Grantee substantially or materially breaches the Grant or fails to satisfactorily perform its duties under this Grant. Termination may be cause for a refund to IDoa of the allocated funds. The Grantee shall be paid for work satisfactorily completed prior to the date of termination or for binding financial obligations incurred prior to said termination.

(14) This Grant may be terminated for circumstances beyond the control of Grantee such as natural disasters and fire which prevent the Grantee from complying with the terms of the Grant. Upon termination, the Grantee shall be paid for work satisfactorily completed or for binding financial obligations prior to the date of termination.

(15) Upon notice by IDoa to the Grantee of the termination of this award or notice that IDoa will not be contracting with Grantee beyond the term of this award, the Grantee shall cooperate with IDoa in assuring the transition of services to another Grantee, release records related to recipient services, and provide all necessary financial accounting records for services rendered.

(16) All terms and conditions of the NGA, any subsequent Amendments, and any non-exempt public records, as defined at 5 ILCS 140/2(c) and 7(2), that are related to the Area Agency’s work under this NGA, are public information subject to the provisions of the Freedom of Information Act (5 ILCS 140/1 et seq.).

(17) Any statements, provisions, or considerations contained in the Attachments that are inconsistent with the provisions of this Grant shall be of no force or effect. In the event there is a conflict between this Grant and relevant statutes or administrative rules, the statute or rule shall control.

(18) This Grant shall be governed and construed in accordance with the laws of the State of Illinois and all subsequent Amendments.

In the event any provision, term, or condition of this Grant is declared void, unenforceable or against public policy, then said Grant shall be construed as though said term did not exist.

E. For not-for-profit organizations designated as Area Agencies, until such time as the Federal Government makes effective any other superseding rules, regulations, circulars, or other official issuances governing the administration of subgrants to not-for-profit Grantees under grants to State Governments, not-for-profit Area Agencies will continue to be covered by 45 CFR 74 and 2 CFR, Part 215 (A-110), 2 CFR, Part 230 (A-122) and OMB Circular A-133.

F. For local governments designated as Area Agencies, this Grant to the Grantee shall be governed by the regulations codified in 45 CFR 92, 2 CFR, Part 225 (A-87), OMB Circulars A-102 and A-133 and those provisions in 45 CFR 74 which remain in effect for grants to governments.

ACCEPTANCE OF GRANT

A. The Grantee certifies, under oath, that all information in the Grant Agreement is true and correct to the best of the Grantee’s knowledge, information and belief; that the funds shall be used only for the purposes described in the Grant Agreement and Area Plan; and that the award of grant funds is conditioned upon such certification. I, the undersigned, certify that I have read and understand the terms of the Notification of Grant Award and that this Grantee will abide by them. I further certify that I am authorized to sign for this Agency and that I have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor have I made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

B. This certification acceptance of the Grant under Title III of the Older Americans Act of 1965, as amended, as specified in this document and in the terms and conditions as enumerated in the narrative and exhibits of the approved Area Plan. This further certifies that the accepting agency understands that it must administer the Grant in compliance with all rules and regulations of the U.S. Department of Health and Human Services, as well as those of the IDoa.

C. This further certifies that the Grantee understands that no alterations of the terms specified in this Grant or within the Area Plan, as approved, may be made without the written authorization of the IDoa.

D. The Grantee certifies to the following in fulfilling the requirements of the Drug Free Workplace Act (CHECK [✓] ONLY ONE):

☐ That I am doing business as an individual and I certify that I will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

☐ The Drug Free Workplace Act does not apply (either the contract is less than $5,000, or the contractor or grantee is a corporation, partnership, or other entity that has less than 25 employees).

✓ The Drug Free Workplace Act applies and I have completed and attached the required certification form. (The Drug Free Workplace Act applies to contracts or grants of $5,000 or more with corporations, partnerships, or other entities with 25 or more employees at the time the contract or grant is awarded.)

E. The Grantee certifies that it has not assisted an employee of the State, who has authority to award a State contract, by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request for information, or providing similar assistance (except as part of a public request for such information). Grantee further certifies that it has not violated the prohibitions against submitting specifications to the State unless requested to do so by an employee of the State and against submitting a bid or proposal or receiving a State contract for a procurement need where it was contracted to write the specifications for that procurement need. 30 ILCS 500/50-10.5(e), amended by Pub. Act No. 97-895 (August 3, 2012).

F. The Grantee certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce (30 ILCS 582).
G. The Grantee certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act and applicable rules in performance under this Grant.

H. Grantee, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. (5 ILCS 385/3).

I. The Grantee certifies it is a properly formed and existing legal entity (30 ILCS 500/1-15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

J. If the Grantee or any of its officers, directors or managerial agents has been convicted of a felony, the Grantee certifies at least five years have passed after the date of conviction for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

K. The Grantee certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and the Grantee and its affiliates acknowledge the State may declare the Grant void if this certification is false (30 ILCS 500/50-11) or if the Grantee or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

L. The Grantee, including its officers, directors, and managerial agents certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has the Grantee accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).

M. The Grantee certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33E-3, E-4). Where applicable, the Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 2012, 720 ILCS 5/33E-3, E4.

N. The Grantee certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include a provider of equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 9/2-105).

O. The Grantee certifies it does not pay dues or fees on behalf of any employee or agent to reimburse or subsidize payments to any "discriminatory club" (775 ILCS 25/2).

P. If Grantee, or any officer, director, partner, or other managerial agent of the Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Grantee certifies at least five years have passed since the date of the conviction. Grantee further certifies that it is not barred from being awarded a grant and acknowledges that the State shall declare the Grant void if this certification is false (30 ILCS 500/50-10.5).

Q. The Grantee certifies that none of its employees or agents who were executive officers or held duties related to State purchasing or State procurement for the State of Illinois within the last two (2) years, is in violation of the "Roguing Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).

R. The Grantee including its officers, directors, managers and its employees/agents whose duties are related to purchasing or procurement, certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).

S. The Grantee certifies it will report to the Illinois Attorney General and the Chief Procurement Officer of the State of Illinois any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).

T. The Grantee warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for the same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

U. The Grantee certifies that Information technology, including electronic information, software, systems and equipment, developed or provided under this Grant will comply with the applicable requirements of the Illinois Technology Accessibility Act Standards as published at www.dhs.state.il.us/ilpa (30 ILCS 587).

V. The Grantee certifies it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Grantee will not make a political contribution that will violate these requirements.

W. The Grantee certifies it will comply with the Linguistic and Cultural Competency (LCC) Guidelines and Assurance established by the State of Illinois. The purpose of these LCC Guidelines is to improve access to culturally competent programs, services, and activities for Limited English Proficient (LEP) customers, persons who are hard of hearing or deaf, and persons with low literacy.

X. To be eligible to receive grant funds under this Agreement, the Grantee must be designated as an Area Agency on Aging by the IDoA as outlined in the Illinois Act on the Aging (20 ILCS 105/3.07).
Y. Under penalties of perjury, I certify that

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. person (including a U.S. resident alien), and

4. All information in this Grant Agreement is true and correct to the best of my knowledge, information and belief; the funds shall be used only for the purposes described in the Grant Agreement; and the award of funds is conditioned upon such certification.

Name: Senior Services Area Agency on Aging - Chicago Department of Family & Support Services

Taxpayer Identification Number: Social Security Number or Employer Identification Number 36-6005820

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (please check [✓] one):

[ ] Individual
[ ] Sole Proprietor
[ ] Partnership/Legal Corporation
[ ] Tax-exempt
[ ] Governmental
[ ] Corp. providing or billing medical and/or health care services
[ ] Corporation NOT providing or billing medical and/or health care services
[ ] Estate or Trust
[ ] Pharmacy (Non-Corp.)
[ ] Pharmacy/Funeral Home/Cemetery (Corp.)
[ ] Limited Liability Company (select applicable tax classification)
[ ] D = disregarded entity
[ ] C = corporation
[ ] P = partnership
[ ] Other:

Illinois Department on Aging

[Signature]

9/22/19

Date

John K. Holton
Director

Senior Services Area Agency on Aging

[Signature]

9/19/14

Date

Evelyn Diaz, Commissioner

Typed Name & Title of Authorized Representative

This State agency is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under 20 ILCS 435/5 and 435/5.1. Disclosure of this information is MANDATORY as required by Federal Office of Management and Budget OMB Circulars A-102 and A-122 (2 CFR, Part 230). Failure to comply will result in Federal and/or State funding being withheld.

The Illinois Department on Aging does not discriminate in admission to programs or treatment of employment in programs or activities in compliance with appropriate State and Federal Statutes. If you feel you have been discriminated against, you have a right to file with the Illinois Department on Aging. For information, call the Senior Helpline: 1-800-252-8965 (Voice) or 1-888-206-1327 (TTY). Printed on Recycled Paper

(Rev. 03/13)
ATTACHMENT 1

This Attachment 1 is incorporated into and part of the agreement between the Illinois Department on Aging (IDoA) and Grantee and concerns certain financial matters and auditing.

SECTION I
INDIRECT COST RATE PROPOSAL

1.1 Indirect Cost Rate Proposal Submission.
   (a) This Paragraph applies only to:
       (i) Grantees who charge, or expect to charge, any indirect costs; and Grantees who are allowed to charge indirect costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.
       (b) Grantees who receive $250,000 or more in funding from the State of Illinois, including all Departments or Agencies thereof, and whether state or federal funds, must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than 60 (sixty) days after their submission of audited financial statements, in a format prescribed by IDoA (for example, if audited financial statements are submitted August 2014, then the Indirect Cost Rate Proposal must be submitted in October 2014).
       (c) Grantees who have had an Indirect Cost Rate Proposal approved by a cognizant Federal agency must submit an Indirect Cost Rate Proposal, but the Illinois Department on Aging will accept that Proposal, up to any statutory, rule-based or programmatic limit.

SECTION II
CLOSE-OUT REPORTS, AUDITED FINANCIAL STATEMENTS AND CONSOLIDATED FINANCIAL STATEMENTS

2.1 Close-out Reports.
   (a) Grantee shall provide annual close-out reports within 180 calendar days following the end of the State Fiscal Year or longer if specified in the program plan or rules. The format of this close-out report shall be the Consolidated Financial Report, as described below.
   (b) If an audit of Grantee occurs and results in adjustments after Grantee submits a close-out report, Grantee will submit a new close-out report based on audit adjustments.

2.2 Audited Financial Statements.
   (a) This Paragraph applies only to Grantees who receive $150,000 or more in funding from the State of Illinois, including all Departments or Agencies thereof, and whether state or federal funds.
   (b) Grantees not subject to OMB Circular A-133 shall provide audited financial statements, conducted in accordance with Government Auditing Standards, within 180 days after Grantee's Fiscal Year ending on or after June 30 of each fiscal year. This deadline may be extended in the discretion of the IDoA's Chief Financial Officer.
   (c) Grantees subject to OMB Circular A-133 shall provide audited financial statements within 180 days after Grantee's Fiscal Year ending on or after June 30 of each fiscal year.
      (i) In the discretion of the IDoA's Chief Financial Officer, this deadline may be extended up to nine (9) months after the end of Grantee's Fiscal Year without approval from the cognizant Federal agency.
      (ii) This deadline may be extended longer than nine (9) months after the end of the Grantee's Fiscal Year contingent upon approval by the cognizant Federal agency.

2.3 Consolidated Financial Reports.

Original financial reports are prepared and submitted in accordance with current International Financial Reporting Standards (IFRS). A consolidated financial statement combines the financial statement of a parent company and its subsidiaries into one comprehensive financial statement.

Consolidated financial statements are required effective for fiscal years beginning on or after January 1, 2013. In determining whether or not consolidated financial statements are appropriate, the provider should consider:

- whether an entity provides significant funding and has or shares decision-making powers and duties typical of a board of directors, especially as to use and regulation of access to the corporation's assets and the "selection, retention, and composition of its management";
- whether the entity has the power to change the articles of incorporation of the other entity, and
- whether the entity holds "significant risks and rewards of ownership" in an entity.

The preparer of financial statements is required to decide whether or not "control" exists based upon an assessment of all of the relevant facts and circumstances.

Select the appropriate choice [CHECK [✓] ONLY ONE]:

span>✓</span> The Grantee does not meet the requirements for preparing consolidated financial statements. The Close-Out Financial Reports shall be submitted within 180 days after the Grantee's Fiscal Year ending on or after June 30 of each fiscal year.

or

The Grantee does meet the requirements for preparing consolidated financial statements and shall submit the Consolidated Close-Out Financial Reports within 180 days after the Grantee's Fiscal Year ending on or after June 30 of each fiscal year.
STATE OF ILLINOIS
ILLINOIS DEPARTMENT ON AGING
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no Grantee or Contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that Grantee or Contractor has certified to the State that the Grantee or Contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant or contract payments, termination of the Grant or Contract and debarment of grant or contracting opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "Grantee" or "Contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the Grant or Contract, or a department, division, or other unit thereof, directly responsible for the specific performance under a grant or contract of $5,000 or more from the State.

The Grantee/Contractor certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's or Contractor's workplace.
(2) Specifying the actions that will be taken against employees for violations of such prohibition.
(3) Notifying the employee that, as a condition of employment on such grant or contract, the employee will:
   (A) abide by the terms of the statement; and
   (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;
(2) the Grantee's or Contractor's policy of maintaining a drug free workplace;
(3) any available drug counseling, rehabilitation, and employee assistance programs; and
(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the Grant or Contract and to post the statement in a prominent place in the workplace.

(d) Notifying the granting or contracting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE LEGAL ENTITY DESIGNATED BELOW.

Senior Services Area Agency on Aging
Chicago Department of Family & Support Services

Typed or Printed Name of Organization

36-6005820
Organization's Federal Taxpayer Identification Number

T31512
Grant No.

Signature of Organization’s Authorized Representative

Evelyn Diaz, Commissioner
Typed or Printed Name and Title of Organization’s Authorized Representative

9/19/14
Date of Signature

This state agency is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under 20 ILCS 105/1. Disclosure of this Information is MANDATORY and failure to comply may result in this form not being processed. This form has been approved by the State Forms Management Center. (Rev. 11/11)
STATE OF ILLINOIS
ILLINOIS DEPARTMENT ON AGING
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

By the end of the month following the month of the grant award, and annually thereafter, the grantee shall report the names and total compensation of each of the five most highly compensated executives for the grantee's preceding completed fiscal years if:

In the grantee's preceding federal fiscal year the grantee received:

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND

The public does not have access to information about compensation of the executives through periodic reports filed under section 13(a) of 15(d) of the Securities Exchange Code of 1986.

Please indicate below your agency's status and sign below certifying this selection:

[ ] The above conditions do NOT apply.

[✓] The above conditions do apply. (Attached is the requested information on the five highest compensated executives.)

Central Contractor Registration (CCR) Certification

As a requirement to be eligible to receive Federal funds, the grantee must register and then maintain a valid registration in the CCR system. Signature below certifies that grantee has a valid registration.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THE FFATA AND CCR CERTIFICATIONS ON BEHALF OF THE LEGAL ENTITY DESIGNATED BELOW.

Senior Services Area Agency on Aging
Chicago Department of Family & Support Services
Typed or Printed Name of Organization

36-6005820
Organization's Federal Taxpayer Identification Number

T31512
Grant No.

Evelyn Diaz, Commissioner
Typed or Printed Name and Title of Organization's Authorized Representative

Signature of Organization's Authorized Representative

9/19/14
Date of Signature

This state agency is requesting disclosure of Information that is necessary to accomplish the statutory purpose as outlined under 20 ILCS 435/5 and 435/5.1. Disclosure of this Information is MANDATORY as required by Federal Office of Management and Budget OMB Circulars A-102 and A-122. Failure to comply will result in Federal and/or State funding being withheld.

The Illinois Department on Aging does not discriminate in admission to programs or treatment of employment in programs or activities in compliance with the appropriate State and Federal Statutes. If you feel you have been discriminated against, you have a right to file a complaint with the Illinois Department on Aging. For information, call the Senior HelpLine: 1-600-252-8966 (Voice) and 1-888-206-1327 (TTY).

Printed on Recycled Paper
Grant Number: 5U80TP000507-03
FAIN: U90TP000507

Principal Investigator(s):
Suzet Mckinney

Project Title: TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS

ANN CIBULSKIS
COORDINATING PLANNER
CHICAGO DEPARTMENT OF PUBLIC HEALTH
333 SOUTH STATE STREET, ROOM 200
CHICAGO, IL 60604

Budget Period: 07/01/2014 – 06/30/2015
Project Period: 07/01/2012 – 06/30/2017

Dear Business Official:

The Centers for Disease Control and Prevention hereby awards a grant in the amount of $12,507,396 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to CHICAGO DEPARTMENT OF HEALTH in support of the above referenced project. This award is pursuant to the authority of SEC381(A)317(K)OFPHS42U.S.C.SEC241A 247B 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,

Sharron Orum
Grants Management Officer
Centers for Disease Control and Prevention

Additional information follows
SECTION I – AWARD DATA – 5U90TP000507-03

Award Calculation (U.S. Dollars)

Salaries and Wages $4,507,155
Fringe Benefits $1,479,051
Personnel Costs (Subtotal) $5,986,206
Supplies $972,926
Travel Costs $40,600
Other Costs $1,025,217
Consortium/Contractual Cost $4,083,277

Federal Direct Costs $12,108,226
Federal F&A Costs $1,607,830
Approved Budget $13,716,056
Federal Share $13,716,056
Less Unobligated Balance $1,208,660
TOTAL FEDERAL AWARD AMOUNT $12,507,396

AMOUNT OF THIS ACTION (FEDERAL SHARE) $12,507,396

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

04 $12,507,396
05 $12,507,396

Fiscal Information:

CFDA Number: 93.074
EIN: 136600582B8
Document Number: 000507TP14

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SUMMARY TOTALS FOR ALL YEARS

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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 07/01/2014

SECTION II – PAYMENT/HOTLINE INFORMATION – 5U90TP000507-03

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 hhsinspectorgeneral@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 -- 5U90TP000507-03

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) U90TP000507. Recipients must document the assigned FAIN on each consortium/subaward issued under this award.

This award is funded by the following list of institutes. Any papers published under the auspices of this award must cite the funding support of all institutes.

Coordinating Office For Terrorism Preparedness And Emergency Response (CTPER)

Treatment of Program Income:
Additional Costs

SECTION IV -- TP Special Terms and Conditions -- 5U90TP000507-03

Funding Opportunity Announcement (FOA) Number: TP12-1201
Award Number: 5 U90 TP 0000507-03
Award Type: Cooperative Agreement
Applicable Cost Principles: 2 CFR Part 225 Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)

AWARD INFORMATION

The Public Health Preparedness Program cooperative agreements are authorized by section 319C-1, and The Hospital Preparedness Program cooperative agreements are authorized by section 319C-2 of the Public Health Service (PHS) Act as amended.

- Although aligned the two programs remain distinct and separate programs and are funded through two different appropriations.
- Dual agency established CFDA number 93.074
- All audits, etc. should list these two CFDA numbers.
  - 93.889 -- National Bioterrorism Hospital Preparedness Program
  - 93.069 -- Public Health Emergency Preparedness

Incorporation: The Centers for Disease Control and Prevention (CDC) hereby incorporates Funding Opportunity Announcement Number TP12-1201, entitled Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Cooperative Agreement, and application dated May 9, 2014, as may be amended, which 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 $13,716,056 is approved for the Year 3 budget period, which is July 1, 2014 through June 30, 2015. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

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

APPROVED FUNDING HPP: Funding in the amount of $2,773,478 which includes $77,851 BP2 carryover is approved for the Year 03 budget period, which is July 1, 2014 through June 30, 2015. All funding for future years will be based on satisfactory programmatic progress and the availability of funds. Please see the attached spreadsheet for the approved budget (by cost category) for both the PHEP and HPP programs.

APPROVED FUNDING PHEP: Funding in the amount of 10,942,578 which includes $1,130,809 BP2 carryover is approved for the Year 03 budget period, which is July 1, 2014 through June 30, 2015 for the following program components:

Base $9,151,933
Cities Readiness Initiative (CRI) $1,790,645

All funding for future years will be based on satisfactory programmatic progress and the availability of funds.

Cities Readiness Initiative (CRI): This award includes $1,790,645 to support Medical Countermeasure Dispensing and the Medical Materiel Management and Distribution (MCMMD) capabilities. These funds provide for medical countermeasure distribution and dispensing (MCMDD) for all-hazards events, which includes the ability of jurisdictions to develop capabilities for U.S. cities to respond to a large-scale biologic attack, with anthrax as the primary threat consideration. For state awardees, 75% of their allocated CRI funds must be provided to CRI jurisdictions in support of all-hazards MCMDD planning and preparedness. CRI jurisdictions are defined to include independent planning jurisdictions (as defined by the state and locality) that include those counties and municipalities within the defined metropolitan statistical area (MSA) or the New England County Metropolitan Areas (NECMAs).

Award Funding: Not funded by the Prevention and Public Health Fund

Carryover of Unobligated Funding: Carryover of Year 2 unobligated funds in the amount of $1,208,660 is approved based on Federal Financial Report (FFR) dated April 18, 2014. The carryover of unobligated funding increases the overall approved budget of this budget period. The total NoA award amount will be subject to a reduction if the final unobligated balance is less than the amount reported on the referenced FFR. These funds are approved as follows:

Approved Carryover Funding HPP: $77,851
Year 2 carryover HPP funds must be draw from subaccount number:000507BT12H

Approved Carryover Funding PHEP: $1,130,809
Year 2 carryover PHEP funds must be draw from PMS subaccount number:000507BT12P

NOTE: All BP2 Carryover funds MUST be used by June 30, 2015 these funds are approved for the current fiscal year budget period only. Please be advised that grantees must exercise proper stewardship over Federal funds by ensuring that all costs charged to their cooperative agreement are allowable, allocable, and reasonable.
Technical Review Statement Response Requirement: Refer to the attached Work Plan Conditions of Awards (WCDA) and Programmatic Budget Conditions of Awards (BCOA) for more information. NMI’s must be submitted in PERFORMS by August 15, 2014.

Budget Revision Requirement: By August 15, 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.

Program Income: Any program income generated under this 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. Applicable to each grantee for which the Match Requirement has NOT been waived.

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

SUBAWARD EQUAL TREATMENT FOR HPP: The recipient must comply with 45 CFR 87, including the provision that no state or local government recipient nor any intermediate organization with the same duties as a governmental entity shall, in the selection of service providers, discriminate for or against an organization’s religious character or affiliation.

ENFORCEMENT ACTION FAILURE TO MEET BENCHMARKS FOR HPP
Section 319C-2 of the Public Health Service Act, as amended requires the withholding of amounts from entities that fail to achieve benchmarks and objective standards or to submit an acceptable pandemic influenza operations plan, beginning with fiscal year 2009 and in each succeeding fiscal year: If an awardee fails to meet the measurable benchmarks and objective standards and/or fails to submit an acceptable pandemic influenza operations plan is subject to a withhold of funds in the fiscal year immediately following the fiscal year in which the failure occurred in the amount equal to 10% of the amount the entity was eligible to receive. As shown in the FOA continued failure will result in the withholding of a larger percentage of funds.

ENFORCEMENT ACTION FAILURE TO MEET BENCHMARKS FOR PHEP
Section 319C-1 of the Public Health Service Act, as amended, requires the withholding of amounts from entities that fail to achieve benchmarks and objective standards or to submit an acceptable pandemic influenza operations plan, beginning with fiscal year 2009 and in each succeeding fiscal year: Any awardee who fails to meet the evidence based benchmarks and objective standards and/or fails to prepare and submit an acceptable pandemic influenza operations plan is subject to withholding of funds for Budget Period 4 (FY2015) in the amount equal to 10% of funding per failure.

PHEP-SPECIFIC EXERCISE REQUIREMENTS
The Public Health Service Act, Section 319C-1, requires each PHEP-funded awardee to conduct at least one annual exercise to test preparedness and response capabilities including submission of an after-action report (AAR) and improvement plan (IP). The HSEEP building block approach could be an acceptable model leading up to a jurisdiction’s full-scale exercise. This annual exercise could include tabletop, functional or full-scale exercises that test public health preparedness and response capabilities. The AAR/IPs for each exercise are due as part of the PHEP Budget Period 3 annual progress report due on September 30, 2015.

Indirect Costs: Indirect costs are approved based on the recipient's approved Cost Allocation Plan.

MATCH AND MAINTENANCE OF RECORDS. Under 45 CFR Part 92.24 (b)(6) Records : Costs and third party in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and sub grantee or cost-type contractors. These records must show how the value placed on third party in-kind contributions was derived. To the extent feasible, volunteer services will be supported by the same methods that the organizations to support the allocability of regular personnel costs. It is incumbent upon awardees to assure their subawardees or subcontractors have sourced and valued their
contribution to match as outlined in the regulations and that the sub recipients' records can withstand the rigors of an A-133 audit.

MATCHING REQUIREMENTS for HPP of 10%. Is not applicable.

MATCHING FUNDS REQUIREMENT for PHEP of 10%. Is not applicable.

MAINTENANCE OF FUNDING (MAINTAIN STATE FUNDING)

Sections 319C-1 and 319C-2 of the Public Health Service Act, as amended require that the awardee maintain expenditures at a level that is not less than the average level of the preceding two years.

Awardees must be able to account for Maintenance of Funding (MOF) separate from accounting for federal funds and separate from accounting for any matching funds requirements; this accounting is subject to ongoing monitoring, oversight, and audit. MOF only includes state funds. MOF does not apply to future contingent emergency response awards that may be authorized under 317(a) and 317(d) of the Public Health Service Act unless such a requirement were imposed by statute or administrative process at the time.

Cost Limitations as Stated In the Consolidated Appropriations Act, 2014, (Items A through F)

A. Cap on Salaries (Div. H, Title II, Sec. 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.

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 (Div. H, Title II, Sec. 217): 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 (Div. H, Title V, Sec. 503):

- 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.

D. Needle Exchange (Div. H, Title V, Sec. 522): 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 (Div. E, Title VI, Sec. 623): 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 (Div. E, Title VI, Sec. 622, Div. H, Title V, Sec. 518): 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.

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) 2012 funds will expire September 30, 2017. All FY 2012 funds should be drawn down and reported to Payment Management Services (PMS) prior to September 30, 2017. After this date, corrections or cash requests will not be permitted.

**REPORTING REQUIREMENTS**


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/erainv_shtm.

Performance Reporting: The Annual Performance Report is due no later than 120 days prior to the end of the budget period March 2, 2015, and serves as the continuing application. This report should include the information specified in the FOA.

PROGRESS REPORTS:

A mid-year progress report due 30 days after the first six months of the budget period and is electronically submitted. Information for submitting the report will be forwarded when available; the CIO will forward information under a separate cover. This report should include status updates on the progress of required benchmarks, applicable performance measure activities, and technical assistance plans; updates on current preparedness status and self-identified gaps based on the public health and healthcare preparedness capabilities as they relate to overall jurisdictional needs; and interim HPP and PHEP budget expenditure reports.

An annual progress report due 90 days after the end of the budget period and is submitted electronically. Information to access the system will be sent as it becomes available. This report should include updates on work plan activities including contracts, progress on implementation of technical assistance plans; budget expenditure reports; updates on required benchmarks and performance measurement activities; NIMS implementation, gap-based training, ESAR-VHP (HPP only), exercise reporting requirements, and preparedness accomplishments, success stories, and program impact statements as well as other items deemed necessary for full disclosure of progress.

Audit Requirement:

Domestic Organizations (including US-based organizations implementing projects with foreign components): 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(0vkw1zaelyzjibnahc0gca5i0))/account/login.aspx

AND

Procurement & Grants Office, Risk Management & Compliance Activity
Electronic Copy to: PGO.Audit.Resolution@cdc.gov

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(l)), 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=62cc0c614004c0adaa23cb6552e0a9dc96&node=2:1.1.1.4&rgn=div5#_top](http://www.ecfr.gov/cgi-bin/text-idx?SID=62cc0c614004c0adaa23cb6552e0a9dc96&node=2:1.1.1.4&rgn=div5#_top)


**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](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.gov](http://www.fsrs.gov) specify.

**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](http://www.sec.gov/answers/execomp.htm)).

Report executive total compensation as part of your registration profile at [http://www.sam.gov](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. 1.210 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.

**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 March 2, 2015 or 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/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 U90 TP 000507-03, 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 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](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 (60 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.
(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.

PAYER 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, Payment Management Services
P.O. Box 6021
Rockville, MD 20852
Phone Number: (877) 614-5533.
Note: To obtain the contact information of PMS staff within respective Payment Branches refer to the links listed below:

- University and Non-Profit Payment Branch:

- Governmental and Tribal Payment Branch:

- Cross Servicing Payment Branch:
  [http://www.dpm.psc.gov/contacts/dpm_contact_list/cross_servicing.aspx](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  
Division of Payment Management  
7700 Wisconsin Avenue, Suite 920  
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,  

Grant Document Number: **000507TP14**

**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.

This award contains funding from multiple components. The grant document number and a component's applicable subaccount title (listed below) must be known in order to draw down funds from this P Account.

Grant Document Number: **000507TP14**

<table>
<thead>
<tr>
<th>Component: PHEP</th>
<th>Subaccount Title: TP121201HPPPHEPBASE14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Component: HPP</td>
<td>Subaccount Title: TP121201HPPPHEPOTHR14</td>
</tr>
</tbody>
</table>

**Acceptance of the Terms of an Award:** By drawing or otherwise obtaining funds from the grant Payment Management Services, 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. Reporting timeframe is 07/01/2012 through 06/30/2017. 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

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• 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:
Wilma Jackson, Project Officer
Centers for Disease Control and Prevention
Public Health Emergency Preparedness Program
1600 Clifton Road
Atlanta, Georgia 30333
Telephone: 404-639-0618
Fax: 404-639-2847
Email: cye@cdc.gov

Programmatic Contact:
CDR Duane Wagner, Field Project Officer
Hospital Preparedness Program
Office of the Assistant Secretary for Preparedness and Response
National Health System Preparedness Program
233 N. Michigan Avenue - Suite 1300
Chicago, Illinois 60601
Telephone: 312-886-0693
Blackberry: 202-329-7205
E-Mail: Duane.Wagner@hhs.gov

STAFF CONTACTS
Grants Management Specialist: Shicann Phillips
Center for Disease Control and Prevention
ONDEH
1825 Century Center Blvd MS E-85
Atlanta, GA 30345
Email: IBQ7@CDC.GOV Phone: 404.498.3013

Grants Management Officer: Sharron Orum
Centers for Disease Control and Prevention
Procurement and Grants Office
Koger Center, Colgate Building
2920 Brandywine Road, Mail Stop K 14
Atlanta, GA 30341
Email: spo2@cdc.gov Phone: 770-488-2716

SPREADSHEET SUMMARY
GRANT NUMBER: SU90TP000507-03

INSTITUTION: CHICAGO DEPARTMENT OF PUBLIC HEALTH

<table>
<thead>
<tr>
<th>Budget</th>
<th>Year 3</th>
<th>Year 4</th>
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<td>Other</td>
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<td>$ 9,151,933</td>
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Note: The amounts shown in FA-Other include funds that are in suspense and restricted pending prior approval. Restricted amounts are shown below.

<table>
<thead>
<tr>
<th>Restricted Funds</th>
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<tr>
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<td>Match</td>
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<td>$2,773,478</td>
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<tr>
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<td>Federal Contract</td>
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<tr>
<td>Other</td>
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<tr>
<td>TOTAL--DA</td>
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<tr>
<td>TOTAL AWARD</td>
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<td>$2,773,478</td>
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<td>$2,773,478</td>
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</tbody>
</table>

Note: The amounts shown in FA-Other include funds that are in suspense and restricted pending prior approval. Restricted amounts are shown below.

<table>
<thead>
<tr>
<th>Restricted Funds</th>
<th>Base</th>
<th>Total Funded</th>
<th>Match</th>
<th>Total Restricted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restrict during Review</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Unallocated Funds</td>
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<tr>
<td>Total Restricted</td>
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Estimated Unobligated Funds $77,851 | $77,851 | $     | $77,851
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<th>HPP Total</th>
<th>Total Funding</th>
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<th>HPP Match</th>
<th>Total Match</th>
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<tr>
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<td>$972,676</td>
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<tr>
<td>Consultant</td>
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<td>$-</td>
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<td>$13,716,056</td>
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</tbody>
</table>

| Direct Assistance                    |            |           |               |            |          |            |              |
| Personnel                            | $-         | $-        | $-            | $-         | $-        | $-          | -            |
| Federal Contract                     | $-         | $-        | $-            | $-         | $-        | $-          | -            |
| Other                                | $-         | $-        | $-            | $-         | $-        | $-          | -            |
| TOTAL-DA                             | $-         | $-        | $-            | $-         | $-        | $-          | -            |

TOTAL AWARD                           | $10,942,578| $2,773,478| $13,716,056   | $-         | $-        | $-          | $13,716,056  |

Note: The amounts shown in FA-Other include funds that are in suspense and restricted pending prior approval. Restricted amounts are shown below.

| Restricted Funds                     |            |           |               |            |          |            |              |
| Restrict during Review               | $-         | $-        | $-            | $-         | $-        | $-          | -            |
| Unallocated Funds                    | $-         | $-        | $-            | $-         | $-        | $-          | -            |
| Total Restricted                     | $-         | $-        | $-            | $-         | $-        | $-          | -            |

Estimated Unobligated Funds           | $1,130,809 | $77,851   | $1,208,660    | $-         | $-        | $-          | $1,208,660   |
BP3 Work Plan Exception and Budget Exception Report for Chicago
Budget Period: 07/01/2014 to 06/30/2015
Date Application Submitted:
Privileged Communication
Grant Number: 000507
Program Announcement #: CDC-RFA-TP12-1201

Work Plan Exception
## Budget Exception for HPP-Base Funding Source

<table>
<thead>
<tr>
<th>Type</th>
<th>Category</th>
<th>Description</th>
<th>Requested $</th>
<th>Approved $</th>
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</thead>
<tbody>
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<tr>
<td><strong>Exception Text:</strong></td>
<td>Provide name of person and how much of an FTE will be selected to fill this position when position is filled,</td>
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<td>Needs More Info</td>
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<td>MCHC Chicago Hospital Council</td>
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<td>$1,611,208</td>
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</table>

## Budget Exception for PHEP-Base Funding Source

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<th>Type</th>
<th>Category</th>
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<th>Approved $</th>
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</thead>
<tbody>
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<tr>
<td><strong>Exception Text:</strong></td>
<td>Provide name of person and how much of an FTE will be selected to fill this position when position is filled,</td>
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</tr>
<tr>
<td><strong>Work Plan Association:</strong></td>
<td>PHEP Capabilities Plan: Community Preparedness, PHEP Capabilities Plan: Emergency Operations Coordination, PHEP Capabilities Plan: Community Recovery, PHEP Capabilities Plan: Medical Countermeasure Dispensing,</td>
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<tr>
<td><strong>Exception Text:</strong></td>
<td>Provide name of person and how much of an FTE will be selected to fill this position when position is filled,</td>
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</tr>
<tr>
<td><strong>Work Plan Association:</strong></td>
<td>PHEP Capabilities Plan: Responder Safety and Health, PHEP Capabilities Plan: Non-Pharmaceutical Interventions, PHEP Capabilities Plan: Public Health Surveillance &amp; Epidemiologic Investigation, PHEP Capabilities Plan: Medical Countermeasure Dispensing,</td>
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<tr>
<td><strong>Exception Text:</strong></td>
<td>Provide name of person and how much of an FTE will be selected to fill this position when position is filled,</td>
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</tr>
<tr>
<td><strong>Work Plan Association:</strong></td>
<td>PHEP Capabilities Plan: Responder Safety and Health, PHEP Capabilities Plan: Emergency Operations Coordination, PHEP Capabilities Plan: Medical Countermeasure Dispensing, PHEP Capabilities Plan: Medical Materiel Management &amp; Distribution,</td>
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<tr>
<td><strong>Exception Text:</strong></td>
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<tr>
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<tr>
<td>Type</td>
<td>Category</td>
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<tr>
<td>Exception</td>
<td><strong>Personnel</strong></td>
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<td>$79,582</td>
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<tr>
<td>Work Plan</td>
<td><strong>Association</strong></td>
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<tr>
<td>Exception</td>
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<td>Needs More</td>
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<tr>
<td>Work Plan</td>
<td><strong>Association</strong></td>
<td>PHEP Capabilities Plan: Medical Materiel Management &amp; Distribution,</td>
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<tr>
<td>Exception</td>
<td><strong>Personnel</strong></td>
<td>Provide name of person and how much of an FTE will be selected to fill this position when position is filled,</td>
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<td>$60,386</td>
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<tr>
<td>Needs More</td>
<td><strong>Personnel</strong></td>
<td>***Head Storekeeper (Personnel: $45,372/ Fringe: $15,014)</td>
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<td></td>
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<tr>
<td>Work Plan</td>
<td><strong>Association</strong></td>
<td>PHEP Capabilities Plan: Medical Materiel Management &amp; Distribution,</td>
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<tr>
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<td>$105,926</td>
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<td>Needs More</td>
<td><strong>Personnel</strong></td>
<td>***Attorney (Personnel: $79,590/ Fringe: $26,336)</td>
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<tr>
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<td><strong>Association</strong></td>
<td>PHEP Capabilities Plan: Program Administration,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exception</td>
<td><strong>Contractual</strong></td>
<td>Other: The attached overtime justification spreadsheet from Chicago outlines specific exercises and events that do qualify as exercises such as the Taste of Chicago and the Chicago Marathon. However, overtime is also projected for anticipated emergency responses that may or may not occur and this is not an allowable cost. Please work with the project officer to refine the attached overtime spreadsheet to reflect allowable costs only and redirect any remaining portion of this budget line item.</td>
<td>$1,282,792</td>
<td>$1,282,792</td>
</tr>
<tr>
<td>Needs More</td>
<td><strong>Contractual</strong></td>
<td>Cold Chain Technologies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work Plan</td>
<td><strong>Association</strong></td>
<td>PHEP Capabilities Plan: Medical Materiel Management &amp; Distribution,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exception</td>
<td><strong>Contractual</strong></td>
<td>Other: CDPH indicates that is requesting $1,553,000 (BP 2 - $750,000 BASE, $25,000 CRI and $750,000 in BP1 Carry-Over request) for this contract at this time. Need to understand why there is reference to BP1 funds. BP1 funds expire and cannot be used to support/fund BP3 budget items.</td>
<td>$106,873</td>
<td>$106,873</td>
</tr>
<tr>
<td>Needs More</td>
<td><strong>Contractual</strong></td>
<td>[BP2 Carry-Over]: Hektoen (IGA with CCHHS: Cook County Health and Hospital System)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work Plan</td>
<td><strong>Association</strong></td>
<td>PHEP Capabilities Plan: Medical Countermeasure Dispensing,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type</td>
<td>Category</td>
<td>Description</td>
<td>Requested $</td>
<td>Approved $</td>
</tr>
<tr>
<td>------------</td>
<td>---------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>-------------</td>
<td>------------</td>
</tr>
<tr>
<td>Exception</td>
<td>Other: A detailed scope of work and budget need to be uploaded in PERFORMS and identify name of Contractor, Method of Selection, Period of Performance, Scope of Work, Method of Accountability, Itemized Budget, as well as the source of the carry-over funds (i.e., where the funds came from; what activities were not completed or what cost savings occurred).</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Budget Exception for PHEP-CRI Funding Source

<table>
<thead>
<tr>
<th>Type</th>
<th>Category</th>
<th>Description</th>
<th>Requested $</th>
<th>Approved $</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Work Plan Association:</strong></td>
<td></td>
<td>PHEP Capabilities Plan: Responder Safety and Health, PHEP Capabilities Plan: Community Preparedness, PHEP Capabilities Plan: Emergency Operations Coordination, PHEP Capabilities Plan: Medical Surge, PHEP Capabilities Plan: Medical Materiel Management &amp; Distribution,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exception Text:</td>
<td></td>
<td>Provide name of person and how much of an FTE will be selected to fill this position when position is filled,</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Work Plan Association:</strong></td>
<td></td>
<td>PHEP Capabilities Plan: Community Preparedness, PHEP Capabilities Plan: Medical Countermeasure Dispensing, PHEP Capabilities Plan: Medical Materiel Management &amp; Distribution,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exception Text:</td>
<td></td>
<td>Provide name of person and how much of an FTE will be selected to fill this position when position is filled,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Needs More Info</td>
<td>Personnel</td>
<td>***Projected Overtime Costs (Personnel: $8,025/ Fringe: $1,157)</td>
<td>$9,182</td>
<td>$9,182</td>
</tr>
<tr>
<td><strong>Work Plan Association:</strong></td>
<td></td>
<td>PHEP Capabilities Plan: Program Administration,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exception Text:</td>
<td></td>
<td>Other: The attached overtime justification spreadsheet from Chicago outlines specific exercises and events that do qualify as exercises such as the Taste of Chicago and the Chicago Marathon. However, overtime is also projected for anticipated emergency responses that may or may not occur and this is not an allowable cost. Please work with the project officer to refine the attached overtime spreadsheet to reflect allowable costs only and redirect any remaining portion of this budget line item.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Needs More Info</td>
<td>Contractual</td>
<td>Cold Chain Technologies</td>
<td>$99,999</td>
<td>$99,999</td>
</tr>
<tr>
<td><strong>Work Plan Association:</strong></td>
<td></td>
<td>PHEP Capabilities Plan: Medical Materiel Management &amp; Distribution,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exception Text:</td>
<td></td>
<td>Other: CDPH indicates that is requesting $1,553,000 (BP 2 - $750,000 BASE, $25,000 CRI and $750,000 in BP1 Carry-Over request) for this contract at this time. Need to understand why there is reference to BP1 funds. BP1 funds expire and cannot be used to support/fund BP3 budget items.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Needs More Info</td>
<td>Contractual</td>
<td>[BP2 Carry-Over]: Hektoen (IGA with CCHHS: Cook County Health and Hospital System)</td>
<td>$19,812</td>
<td>$19,812</td>
</tr>
<tr>
<td><strong>Work Plan Association:</strong></td>
<td></td>
<td>PHEP Capabilities Plan: Medical Countermeasure Dispensing,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exception Text:</td>
<td></td>
<td>Other: A detailed scope of work and budget need to be uploaded in PERFORMS and identify name of Contractor, Method of Selection, Period of Performance, Scope of Work, Method of Accountability, Itemized Budget, as well as the source of the carry-over funds (i.e., where the funds came from; what activities were not completed or what cost savings occurred).</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT 11:
U.S. COMMUNITIES PROVISIONS FOR NATIONAL PROGRAM CONSIDERATION
SUPPLIER QUALIFICATIONS

SUPPLIERS

Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) Corporate Commitment

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier’s direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier’s primary offering and not just one of Supplier’s contract options.

(ii) Supplier’s sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier’s senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier’s Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier’s staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier’s U.S. Communities.
program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state’s request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract.
Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier’s pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) **Supplier’s Options in Responding to a Third Party Procurement Solicitation.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in the Administration Agreement, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under
the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier’s sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier’s primary offering to Public Agencies. Supplier’s sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier’s Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier’s sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier’s use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier’s name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier’s sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) **Sales Force Training.** Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.
(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage containing:

(1) U.S. Communities standard logo with Founding Co-Sponsors logos;
(2) Copy of original procurement solicitation;
(3) Copy of Master Agreement including any amendments;
(4) Summary of Products and Services pricing;
(5) Electronic link to U.S. Communities' online registration page; and
(6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party
U.S. Communities Administration Agreement

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (included below within this Exhibit 11) prior to the award of the U.S. Communities contract. The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

The executed U.S. Communities Administration Agreement is required to be submitted with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.
SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION
Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.
   YES  NO

B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?
   YES  NO

C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in all 50 U.S. states?
   YES  NO

D. Did your company have sales greater than $25 million last year in the United States?
   YES  NO

E. Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?
   YES  NO

F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
   YES  NO

G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?
   YES  NO

H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
   YES  NO

I. Will your company commit to the following program implementation schedule?
   YES  NO

J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
   YES  NO

Submitted by:

(Printed Name) (Signature)

(Title) (Date)
<table>
<thead>
<tr>
<th><strong>New Supplier Implementation Checklist</strong></th>
<th><strong>Target Completion After Award</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. First Conference Call</strong></td>
<td>One Week</td>
</tr>
<tr>
<td>Discuss expectations</td>
<td></td>
</tr>
<tr>
<td>Establish initial contact people &amp; roles</td>
<td></td>
</tr>
<tr>
<td>Outline kickoff plan</td>
<td></td>
</tr>
<tr>
<td>Establish WebEx training date</td>
<td></td>
</tr>
<tr>
<td><strong>2. Second Conference Call</strong></td>
<td>One Week</td>
</tr>
<tr>
<td>Review Contract Commitments</td>
<td></td>
</tr>
<tr>
<td><strong>3. Executed Legal Documents</strong></td>
<td>One Week</td>
</tr>
<tr>
<td>U.S. Communities Administration Agreement</td>
<td></td>
</tr>
<tr>
<td>Lead Public Agency agreement signed</td>
<td></td>
</tr>
<tr>
<td><strong>4. Supplier Login Established</strong></td>
<td>One Week</td>
</tr>
<tr>
<td>Complete Supplier Set Up form</td>
<td></td>
</tr>
<tr>
<td>Complete user account &amp; user ID form</td>
<td></td>
</tr>
<tr>
<td><strong>5. Initial Sr. Management Meeting</strong></td>
<td>Two Weeks</td>
</tr>
<tr>
<td>Implementation Process Progress</td>
<td></td>
</tr>
<tr>
<td>U.S. Communities &amp; Supplier Organizational Overview</td>
<td></td>
</tr>
<tr>
<td>Supplier Manager to review and further discuss commitments</td>
<td></td>
</tr>
<tr>
<td><strong>6. Initial National Account Manager (NAM) &amp; Staff Training Meetings</strong></td>
<td>Two Weeks</td>
</tr>
<tr>
<td>Discuss expectations, roles &amp; responsibilities</td>
<td></td>
</tr>
<tr>
<td>Introduce and review web-based tools</td>
<td></td>
</tr>
<tr>
<td>Review process &amp; expectations with NAM and lead referral person</td>
<td></td>
</tr>
<tr>
<td><strong>7. Review Top Joint Target Opportunities</strong></td>
<td>Four Weeks</td>
</tr>
<tr>
<td>Top 10 local contracts</td>
<td></td>
</tr>
<tr>
<td>Review top U.S. Communities Participating Public Agencies (PPA)</td>
<td></td>
</tr>
<tr>
<td><strong>8. Program Contact Requirements</strong></td>
<td>One Week</td>
</tr>
<tr>
<td>Supplier contacts communicated to U.S. Communities Staff</td>
<td></td>
</tr>
<tr>
<td>Dedicated email</td>
<td></td>
</tr>
<tr>
<td>Dedicated toll free number</td>
<td></td>
</tr>
<tr>
<td>Dedicated fax number</td>
<td></td>
</tr>
<tr>
<td><strong>9. Web Development</strong></td>
<td>One Week</td>
</tr>
<tr>
<td>Initiate IT contact</td>
<td>One Week</td>
</tr>
<tr>
<td>Initiate E-Commerce Conversation</td>
<td>One Week</td>
</tr>
<tr>
<td>Begin Website construction</td>
<td>Two Weeks</td>
</tr>
<tr>
<td>Website final edit</td>
<td>Five Weeks</td>
</tr>
<tr>
<td>Product upload to U.S. Communities site</td>
<td>Five Weeks</td>
</tr>
<tr>
<td><strong>10. Sales Training &amp; Roll Out</strong></td>
<td></td>
</tr>
<tr>
<td>Program Manager (PM) briefing - Coordinate with NAM</td>
<td>Five Weeks</td>
</tr>
<tr>
<td>Initial remote WebEx training for all sales - Coordinate with NAM</td>
<td>Three Weeks</td>
</tr>
<tr>
<td>Establish 90-day face-to-face training plan/strategy session for all sales –with NAM &amp; PM</td>
<td>Two Weeks</td>
</tr>
<tr>
<td>Top 10 metro areas - Coordinate with NAM &amp; PM</td>
<td></td>
</tr>
<tr>
<td>Initiate contact with Advisory Board (AB) members</td>
<td></td>
</tr>
</tbody>
</table>

| Four Weeks |
| Four Weeks |

| 11. Marketing |
| General announcement |
| 1 Page Summary with Supplier contacts |
| Branding of program |
| Supplier handbook |
| Announcement to AB and Sponsors |

| Six Weeks |
SUPPLIER INFORMATION

Please respond to the following requests for information about your company:

Company

1. Total number and location of sales persons employed by your company in the United States;

Example:

<table>
<thead>
<tr>
<th>NUMBER OF SALES REPRESENTATIVES</th>
<th>CITY</th>
<th>STATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>Phoenix</td>
<td>AZ</td>
</tr>
<tr>
<td>6</td>
<td>Tucson</td>
<td>AZ</td>
</tr>
<tr>
<td>10</td>
<td>Los Angeles</td>
<td>CA</td>
</tr>
<tr>
<td>12</td>
<td>San Francisco</td>
<td>CA</td>
</tr>
<tr>
<td>6</td>
<td>San Diego</td>
<td>CA</td>
</tr>
<tr>
<td>5</td>
<td>Sacramento</td>
<td>CA</td>
</tr>
<tr>
<td>3</td>
<td>Fresno</td>
<td>CA</td>
</tr>
<tr>
<td></td>
<td>Etc.</td>
<td>Etc.</td>
</tr>
<tr>
<td><strong>Total:</strong> 366</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Number and location of distribution outlets in the United States (if applicable);

3. Number and location of support centers (if applicable);

4. Annual sales for 2011, 2012 and 2013 in the United States; Sales reporting should be segmented into the following categories:

<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Segment</td>
</tr>
<tr>
<td>--------------------</td>
</tr>
<tr>
<td>Cities</td>
</tr>
<tr>
<td>Counties</td>
</tr>
<tr>
<td>K-12 (Public/Private)</td>
</tr>
<tr>
<td>Higher Education (Public/Private)</td>
</tr>
<tr>
<td>States</td>
</tr>
<tr>
<td>Other Public Sector and Nonprofits</td>
</tr>
<tr>
<td>Federal</td>
</tr>
<tr>
<td>Private Sector</td>
</tr>
<tr>
<td><strong>Total Supplier Sales</strong></td>
</tr>
</tbody>
</table>

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
6. Provide a list with contact information of your company's ten largest public agency customers. Provide a list with contact information of five public agency customers that your company has lost in the last twelve months.

7. To meet the various needs of Participating Public Agencies, describe your company’s ability to partner with manufacturer/dealer/distribution organizations that are either small, MBE, WBE or DBE businesses as defined by the Small Business Administration.

**Marketing**

1. Outline your company’s plan for marketing the Services to State and local government agencies nationwide.

2. Explain how your company will educate its national sales force about the Master Agreement.

3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.

4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the amount of purchases of existing public agency clients that your company will transition to the U.S. Communities contract for the initial three years of the contract in the following format within your proposal.

   a. $________.00 will be transitioned in year one.
   b. $________.00 will be transitioned in year two.
   c. $________.00 will be transitioned in year three.

5. Please submit the resume of the person your company proposes to serve as the National Accounts Manager. Also provide the resume for each person that will be dedicated full time to U.S. Communities account management as well as key executive personnel that will be supporting the program.

**Services and Solutions**

1. Describe any special programs that your company offers that will improve customers' ability to access Services, on-time delivery or other innovative strategies.

2. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and
technology for Foreign Language Interpretation, Translation Services and Related Services and Solutions.

3. Describe any related services and solutions your company wishes to propose as a part of this RFP. Pricing for any related services and solutions shall be included in Exhibit 2.

Quality

1. Describe your company’s quality control processes.

2. Describe your problem escalation process.

3. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?

4. Describe and provide any service warranties, if applicable.

Administration

1. Describe your company’s capacity to employ EDI, telephone, ecommerce, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

2. Describe your company’s internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

3. Describe your company’s ecommerce capabilities, including details about your ability to create punch out sites and accept orders electronically (cXML, OCI, etc.). Please detail where you have integrated with a pubic agency’s ERP (PeopleSoft, Lawson, Oracle, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, “go live” date, net sales per calendar year since “go live”, and percentage of agency sales being processed through this connection.

4. Describe your company’s implementation and success with existing multi-state cooperative purchasing programs, if any, and provide the entity’s name(s), contact person(s) and contact information.

5. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
6. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

**Reporting and Delivery**

1. Please describe your company’s reporting capabilities on usage reporting for telephone, video remote and on-site interpretation services.

   a. For telephone and video remote, detail out the information that can be broken down for Participating Public Agencies for a specified period of time, such as date of call, time of call, total time to connect with an appropriate interpreter, dropped calls, interpreter name or identification number, language requested, total conversation minutes, total cost for conversation minutes per call, total interpreting time by language, total calls handled, requests for language interpretation that could not be fulfilled reason that a request for interpretation could not be fulfilled, etc.

   b. For on-site interpretation, detail out the information that can be broken down for Participating Public Agencies for a specified period of time, such as language requested, date(s) service provided, interpreter(s) name or identification number, location interpreter(s) traveling from, location of service provided, travel charges, hourly fee, total on-site interpretation time, total fees, number of completed requests for on-site interpretation by language, requests for on-site language interpretation that could not be fulfilled, by language, reason that a request for on-site interpretation could not be filled, etc.

   c. Provide examples of reports your company can offer.

2. Please describe your company’s reporting capabilities on written document translation services.

   a. Detail out the information that can be broken down for Participating Public Agencies for a specified period of time, such as date, interpreter name or identification number, rate per word or minimum charge, as appropriate, language requested, total pages of written document interpretation, turnaround time for completion, total assignment fee, request for language interpretation that could not be fulfilled, by language, reason that a request for interpretation could not be fulfilled, etc.

   b. Provide examples of reports your company can offer.
3. Please describe your company’s ability to provide summary reports for complaint resolution. Please include examples.

**National Staffing Plan**

1. A staffing plan is required which describes the Proposer’s proposed staff distribution to implement and manage this contract throughout the term of the contract. At a minimum, this plan should include the following:

   (a) Identify the key personnel who will lead and support the implementation period of the contract outlined in Section VI, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation;

   (b) Identify the key personnel who are to be engaged in this contract throughout the term of the contract and their relationship to the contracting organization;

   (c) Provide a chart that shows 1) the time commitment of each professional staff member that will be devoted to the contract, 2) each member’s role in maintaining and growing the contract; and 3) a timeline of each member’s involvement throughout the contract.

**Environmental**

1. Provide a brief description of any company environmental initiatives, including your company’s environmental strategy, your investment in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy.

2. Describe your company’s process for defining sustainable processes.

**Additional Information**

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.
ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made as of ______, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and ____________________ ("Supplier").

RECITALS

WHEREAS, ________________ ("Lead Public Agency") has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. __________, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of ____________________ (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves as the administrative agent for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "U.S. Communities Government Purchasing Alliance" is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I

GENERAL TERMS AND CONDITIONS
1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and certain indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under this Agreement or the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

2.1 This Agreement is effective as of ____________ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.
ARTICLE III

REPRESENTATIONS AND COVENANTS

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to both Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities’ Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), Association of School Business Officials (ASBO) and National Institute of Governmental Purchasing (NIGP) (collectively, the “Founding Co-Sponsors”) and individual state-level sponsors. In addition, the U.S. Communities staff shall enhance Supplier’s marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and by providing online tools to Supplier’s sales force.

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier’s sales force as provided herein. Through its staff (each, a “Program Manager” and collectively, the “Program Managers”), U.S. Communities shall conduct training sessions with Supplier and shall conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities’ private intranet website which provides presentations, documents and information to assist Supplier’s sales force in effectively promoting the Master Agreement.

3.3 Supplier’s Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as “Supplier’s Commitments” and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) Corporate Commitment

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier’s primary contractual offering of Products and Services to Public Agencies. All of Supplier’s direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier’s primary offering and not just one of Supplier’s contract options.

(ii) Supplier’s sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.
(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier’s senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier’s Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier’s staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier’s U.S. Communities program and linked to U.S. Communities’ website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state’s request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier’s pricing shall be evaluated on either an overall project basis or the Public Agency’s actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency’s unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the
Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.
(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier’s sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier’s primary offering to Public Agencies. Supplier’s sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier’s Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier’s sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier’s use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier’s name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a
minimum, Supplier’s sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) **Sales Force Training.** Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

(iv) **Participating Public Agency Access.** Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage containing:

1. U.S. Communities standard logo with Founding Co-Sponsors logos;
2. Copy of original procurement solicitation;
3. Copy of Master Agreement including any amendments;
4. Summary of Products and Services pricing;
5. Electronic link to U.S. Communities’ online registration page; and
6. Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) **Electronic Registration.** Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities’ online registration process prior to processing the Public Agency’s first sales order.

(vi) **Supplier’s Performance Review.** Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier’s performance of the covenants set forth in this Agreement.
(vii) **Supplier Content.** Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

3.4 **Breach of Supplier’s Representations and Covenants.** The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency’s sole discretion or this Agreement at U.S. Communities’ sole discretion.

3.5 **Indemnity.** Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

**ARTICLE IV**

**PRICING AUDITS**

4.1 Supplier shall, at Supplier’s sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier’s pricing at Supplier's sole cost and expense.
during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit up to the first $50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed $50,000. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier’s annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency’s costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

(a) Monthly Sales Reports shall include all sales reporting under the Master Agreement, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

(b) Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier’s Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as
determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities’ reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities’ trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities’ reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier’s reports. Supplier shall solely be responsible for the cost of the audit up to the first $50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed $50,000.

5.4 Online Reporting. Within sixty (60) days of the end of each calendar quarter, U.S. Communities shall provide online reporting to Supplier containing Supplier’s sales reporting for such calendar quarter. Supplier shall contact U.S. Communities within fifteen (15) days of receiving notification of the online reporting and report to U.S. Communities any concerns or disputes regarding the reports, including but not limited to concerns regarding the following:

<table>
<thead>
<tr>
<th>Report Name</th>
<th>Follow up with U.S. Communities</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Qtr Drop Sales Analysis</td>
<td>Financial &amp; Reporting Manager</td>
</tr>
<tr>
<td>Zero States Sales Report</td>
<td>Program Manager</td>
</tr>
<tr>
<td>Registered Agency Without Sales Report</td>
<td>Program Manager</td>
</tr>
</tbody>
</table>

Supplier shall have access to the above reports through the U.S. Communities intranet website. The following additional reports are also available to Supplier and are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement:

(i) Agency Sales by Population/Enrollment Report
(ii) Hot Prospect Sales Report
(iii) New Lead Sales Report
(iv) State Comparison Sales Report
(v) Advisory Board Usage Report
(vi) Various Agency Type Comparison Reports
(vii) Sales Report Builder

5.5 Supplier’s Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency’s sole discretion or this Agreement at U.S. Communities’ sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.
ARTICLE VI

MISCELLANEOUS

6.1 **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 **Attorney’s Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

6.3 **Assignment.**

(a) **Supplier.** Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) **U.S. Communities.** This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities’ sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities’ obligations hereunder.

6.4 **Notices.** All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:

U.S. Communities  
2999 Oak Road, Suite 710  
Walnut Creek, California 94597  
Attn: Program Manager Administration

Supplier:  

____________________________________  

____________________________________

Attn: U.S. Communities Program Manager

6.5 **Severability.** If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.6 **Waiver.** Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such
provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.8 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or nondisclosable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.10 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.
IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By __________________________

Name: __________________________

Title: __________________________

Supplier:

________________________________

By __________________________

Name: __________________________

Title: __________________________
ATTACHMENT A

MASTER AGREEMENT

(City of Chicago Master Agreement/Contract to be attached at time of award.)
# ATTACHMENT B

## SALES REPORT FORMAT

### Appendix B - US (Data Format)

<table>
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### SALES REPORT DATA FORMAT

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### Agency Type Table

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate ("Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.

2. That the procurement of Products and Services subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.

3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.

4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products and Services
5. That a procuring party will make timely payments to the Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.

9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.

10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.
STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other states:


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Lihue
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Makawao
Makaweli
Maunaloa
Miliili
Mountain View
Naalehu
Ninole
Ocean View
Ookala
Paauhau
Paaulu
Pahala
Pahoa
Paia
Papaaloa
Papaikou
Pearl City
Pearl Harbor
Pepeekeo
Princeville
Pukalani
Puunene
Schofield Barracks
Tripler Army Medical Center
Volvano
Wahiawa
Waialua
Waianae
Waikoloa
Wailuku
Waimanalo
Waimea
Waipahu
Wake Island
Wheeler Army Airfield
Brigham Young University - Hawaii
Chaminade University of Honolulu
Hawaii Business College
Hawaii Pacific University
Hawaii Technology Institute
Heald College - Honolulu
Remington College - Honolulu Campus
University of Phoenix - Hawaii Campus
Hawaii Community College
Honolulu Community College
Kapiolani Community College
Kauai Community College
Leeward Community College
Maui Community College
University of Hawaii at Hilo
University of Hawaii at Manoa
Windward Community College
State: HI

Account Type: K-12 (14 records)

Mālama Honua Public Charter School
ST JOHN THE BAPTIST
Waimanalo Elementary and Intermediate School
Kailua High School
PACIFIC BUDDHIST ACADEMY
HAWAII TECHNOLOGY ACADEMY
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
MARYKNOLL SCHOOL
ISLAND SCHOOL
KE KULA O S. M. KAMAKAU
KAMEHAMEHA SCHOOLS
HANAHUA‘OLI SCHOOL
EMMANUEL LUTHERAN SCHOOL
Our Savior Lutheran School

Account Type: County (3 records)

BOARD OF WATER SUPPLY
MAUI COUNTY COUNCIL
Honolulu Fire Department

Account Type: Non-Profit (68 records)

Lanai Community Health Center
Maui High Band Booster Club
Naalehu Assembly of God
University of the Nations
outrigger canoe club
One Kalakaua
Native Hawaiian Hospitality Association
St. Theresa School
Hawaii Peace and Justice
Kauai Youth Basketball Association
NA HALE O MAUI
LEEWARD HABITAT FOR HUMANITY
WAIAANA COMMUNITY OUTREACH
NA LEI ALOHA FOUNDATION
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
BUILDING INDUSTRY ASSOCIATION OF HAWAII
UNIVERSITY OF HAWAII FEDERAL CREDIT

UNION
LANAKILA REHABILITATION CENTER INC.
POLYNESIAN CULTURAL CENTER
CTR FOR CULTURAL AND TECH INTERCHNG
BETW EAST AND WEST
BISHOP MUSEUM
ALOCHOLIC REHABILITATION SVS OF HI INC
DBA HINA MAUKA
ASSOSIATION OF OWNERS OF KUKUI PLAZA
MAUI ECONOMIC DEVELOPMENT BOARD
NETWORK ENTERPRISES, INC.
HONOLULU HABITAT FOR HUMANITY
ALOHACARE
ORI ANUENUE HALE, INC.
IUPAT, DISTRICT COUNCIL 50
GOODWILL INDUSTRIES OF HAWAII, INC.
HAROLD K.L. CASTLE FOUNDATION
MAUI ECONOMIC OPPORTUNITY, INC.
EAH, INC.
PARTNERS IN DEVELOPMENT FOUNDATION
HABITAT FOR HUMANITY MAUI
W. M. KECK OBSERVATORY
HAWAII EMPLOYERS COUNCIL
HAWAII STATE FCU
MAUI COUNTY FCU
PUNAHOU SCHOOL
YMCA OF HONOLULU
EASTER SEALS HAWAII
AMERICAN LUNG ASSOCIATION
Hawaii Area Committee
St. Francis Medical Center
READ TO ME INTERNATIONAL FOUNDATION
MAUI FAMILY YMCA
WAILUKU FEDERAL CREDIT UNION
ST. THERESA CHURCH
HALE MAHAOLU
West Maui Community Federal Credit Union
Hawaii Island Humane Society
Kama'aina Care Inc
Tutu and Me Traveling Preschool
First United Methodist Church
AOAO Royal Capitol Plaza
Kumpang Lanai
Child and Family Service
MARINE SURF WAIKIKI, INC.
Hawaii Health Connector
Hawaii Carpenters Market Recovery Program Fund
Pu‘u Heleakala Community Association
Saint Louis School
Kailua Racquet Club, Ltd.
Homewise Inc.
Hawaii Baptist Academy
prod test kindly ignore HI - DP
Kroc Center Hawaii

Account Type: College and University (7 records)

ARGOSY UNIVERSITY
HAWAII PACIFIC UNIVERSITY
UNIVERSITY OF HAWAII AT MANOA
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
BRIIGHAM YOUNG UNIVERSITY - HAWAII
University Clinical Research and Association
CHAMINADE UNIVERSITY OF HONOLULU

Account Type: Other (6 records)

Hawaii Information Consortium
TURTLE BAY RESORT GOLF CLUB
Leeward Community Church
E Malama In Keiki O Lanai
Angels at Play Preschool & Kindergarten
Queen Emma Gardens AOAO

Account Type: City (1 record)

COUNTY OF MAUI

Account Type: Community College (2 records)

Honolulu Community College
COLLEGE OF THE MARSHALL ISLANDS

Account Type: State Agency (11 records)

DOT Airports Division Hilo International Airport
Judiciary - State of Hawaii
STATE OF HAWAII, DEPT. OF EDUCATION ADMIN. SERVICES OFFICE
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE

HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII HEALTH SYSTEMS CORPORATION
HAWAII AGRICULTURE RESEARCH CENTER
STATE OF HAWAII
Third Judicial Circuit - State of Hawaii

Account Type: Consolidated City/County (2 records)

CITY AND COUNTY OF HONOLULU
Lanai Youth Center

Account Type: Federal (2 records)

US Navy
Defense Information System Agency

State: OR

Account Type: K-12 (209 records)

VALLEY CATHOLIC SCHL
CROOK COUNTY SCHOOL DISTRICT
CORBERT SCHL DIST #39
Bethel School District #52
St. Therese Parish/School
Portland YouthBuilders
Wallowa County ESD
Fern Ridge School District 28J
MOLALLA RIVER ACADEMY
HIGH DESERT EDUCATION SERVICE DISTRICT
SOUTHWEST CHARTER SCHOOL
WHITEAKER MONTESSORI SCHOOL
CASCADES ACADEMY OF CENTRAL OREGON
NEAH-KAH-NIE DISTRICT NO.56
INTER MOUNTAIN ESD
STANFIELD SCHOOL DISTRICT
LA GRANDE SCHOOL DISTRICT
CASCADE SCHOOL DISTRICT
DUFUR SCHOOL DISTRICT NO.29
hillsboro school district
GASTON SCHOOL DISTRICT 511J
BEAVERTON SCHOOL DISTRICT
COUNTY OF YAMHILL SCHOOL DISTRICT 29
WILLAMINA SCHOOL DISTRICT
MCMINNVILLE SCHOOL DISTRICT NO.40
Sheridan School District 48J
THE CATLIN GABEL SCHOOL
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
CENTRAL CATHOLIC HIGH SCHOOL
CANYONVILLE CHRISTIAN ACADEMY
GEN CONF OF SDA CHURCH WESTERN OR
PORTLAND ADVENTIST ACADEMY
OUR LADY OF THE LAKE SCHOOL
NYSSA SCHOOL DISTRICT NO. 26
ARLINGTON SCHOOL DISTRICT NO. 3
LIVINGSTONE ADVENTIST ACADEMY
Santiam Canyon SD 129J
WEST HILLS COMMUNITY CHURCH
BANKS SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
HARNEY EDUCATION SERVICE DISTRICT
GREATER ALBANY PUBLIC SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SILVER FALLS SCHOOL DISTRICT
St Helens School District
DAYTON SCHOOL DISTRICT NO.8
Amity School District 4-J
SCAPPOOSE SCHOOL DISTRICT 1J
REEDSPORT SCHOOL DISTRICT
FOREST GROVE SCHOOL DISTRICT
DAVID DOUGLAS SCHOOL DISTRICT
LOWELL SCHOOL DISTRICT NO.71
TIGARD-TUALATIN SCHOOL DISTRICT
SHERWOOD SCHOOL DISTRICT 88J
RAINIER SCHOOL DISTRICT
NORTH CLACKAMAS SCHOOL DISTRICT
MONROE SCHOOL DISTRICT NO.1J
CHILDEPEACE MONTESSORI
HEAD START OF LANE COUNTY
HARNEY COUNTY SCHOOL DIST. NO.3
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
LEBANON COMMUNITY SCHOOLS NO.9
MT. SCOTT LEARNING CENTERS
SEVEN PEAKS SCHOOL
DE LA SALLE N CATHOLIC HS
MULTISENSORY LEARNING ACADEMY
MITCH CHARTER SCHOOL
REALMS CHARTER SCHOOL
BAKER SCHOOL DISTRICT 5-J
PHILOMATH SCHOOL DISTRICT
CLACKAMAS EDUCATION SERVICE DISTRICT
CANBY SCHOOL DISTRICT
OREGON TRAIL SCHOOL DISTRICT NO.46
WEST LINN WILSONVILLE SCHOOL DISTRICT
MOLALLA RIVER SCHOOL DISTRICT NO.35
ESTACADA SCHOOL DISTRICT NO.108
GLADSTONE SCHOOL DISTRICT
ASTORIA SCHOOL DISTRICT 1C
SEASIDE SCHOOL DISTRICT 10
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
VERNONIA SCHOOL DISTRICT 47J
SOUTH COAST EDUCATION SERVICE DISTRICT
COOS BAY SCHOOL DISTRICT NO.9
COOS BAY SCHOOL DISTRICT
NORTH BEND SCHOOL DISTRICT 13
COQUILLE SCHOOL DISTRICT 8
MYRTLE POINT SCHOOL DISTRICT NO.41
BANDON SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
REDMOND SCHOOL DISTRICT
DESHUTES COUNTY SD NO.6 - SISTERS SD
DOUGLAS EDUCATION SERVICE DISTRICT
ROSEBURG PUBLIC SCHOOLS
GLIDE SCHOOL DISTRICT NO.12
SOUTH UMPQUA SCHOOL DISTRICT #19
YONCALLA SCHOOL DISTRICT NO.32
ELKTON SCHOOL DISTRICT NO.34
DOUGLAS COUNTY SCHOOL DISTRICT 116
HOOD RIVER COUNTY SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NO.4
CENTRAL POINT SCHOOL DISTRICT NO. 6
JACKSON CO SCHOOL DIST NO.9
ROGUE RIVER SCHOOL DIST NO.35
MEDFORD SCHOOL DISTRICT 549C
CULVER SCHOOL DISTRICT NO.
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
GRANTS PASS SCHOOL DISTRICT 7
Northwest Academy
L'Etoile French Immersion School
Marist Catholic High School
Elgin school dist.
PLEASANT HILL SCH DIST #1
Ukiah School District 80R
North Powder Charter School
French American School
Mastery Learning Institute
North Lake School District 14
Early College High School

**Account Type: County (46 records)**

- Gilliam County Oregon
- Housing Authority of Clackamas County
- Umatilla County, Oregon
- Multnomah Law Library
- Clackamas County
- Clatsop County
- Columbia County, Oregon
- Coos County
- Crook County Road Department
- Curry County Oregon
- Deschutes County
- Gilliam County
- Grant County, Oregon
- Harney County Sheriffs Office
- Hood River County
- Jackson County
- Josephine County
- Klamath County
- Lane County
- Linn County
- Marion County, Salem, Oregon
- Multnomah County
- Sherman County
- Wasco County
- Yamhill County
- Wallowa County
- Association of Oregon Counties
- NAMI Lane County
- Benton County
- Douglas County
- Jefferson County

**Account Type: Non-Profit (517 records)**

- Tamarack Aquatic Center
- Seven Feathers Casino
- Long Tom Watershed Council
- San Martin Deporres Catholic Church
- Portland Parks Foundation
- Mt. Emily Safe Center
- Salem First Presbyterian Church
- Rolling Hills Baptist Church
- Baker Elks
- Gates Community Church of Christ
- Pip Corps LLC
- Turtle Ridge Wildlife Center
- Grande Ronde Model Watershed Foundation
- Western Environmental Law Center
- Mercy Flights, Inc.
- HHoly Trinity Greek Orthodox Cathedral
- MECOP Inc.
- Beaverton Christians Church
- Oregon Humanities
- St. Pius X School
- Community Connection of Northeast Oregon, Inc.
- Living Opportunities, Inc.
- Coos Art Museum
- OETC
- Blanchet House of Hospitality
- Merchants Exchange of Portland, Oregon
- Coalition for a Livable Future
Central Oregon Visitors Association
Soroptimist International of Gold Beach, OR
Real Life Christian Church
Delphian School
AVON
EPUD-Emerald People's Utility District
Human Solutions, Inc.
The Wallace Medical Concern
Boys & Girls Club of Salem, Marion & Polk Counties
The Ross Ragland Theater and Cultural Center
Cascade Health Solutions
Umpqua Community Health Center
ALZHEIMERS NETWORK OF OREGON
NATIONAL WILD TURKEY FEDERATION
TILLAMOOK ESTUARIES PARTNERSHIP
LIFEWORKS NW
COLLEGE HOUSING NORTHWEST
PARALYZED VETERANS OF AMERICA
Independent Development Enterprise Alliance
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
HALFWAY HOUSE SERVICES, INC.
REDMOND PROFICIENCY ACADEMY
OHSU FOUNDATION
SHELTERCARE
PRINGLE CREEK SUSTAINABLE LIVING CENTER
PACIFIC INSTITUTES FOR RESEARCH
Mental Health for Children, Inc.
The Dreaming Zebra Foundation
LAUREL HILL CENTER
THE OREGON COMMUNITY FOUNDATION
OCHIN
WE CARE OREGON
SE WORKS
ENTERPRISE FOR EMPLOYMENT AND EDUCATION
OMNIMEDIX INSTITUTE
PORTLAND BUSINESS ALLIANCE
GATEWAY TO COLLEGE NATIONAL NETWORK
FOUNDATIONS FOR A BETTER OREGON
GOAL ONE COALITION
ATHENA LIBRARY FRIENDS ASSOCIATION
Coastal Family Health Center
CENTER FOR COMMUNITY CHANGE

STAND FOR CHILDREN
ST. VINCENT DEPAUL OF LANE COUNTY
EAST SIDE FOUR SQUARE CHURCH
CORVALLIS MOUNTAIN RESCUE UNIT
InventSuccess
SHERIDAN JAPANESE SCHOOL FOUNDATION
MOSAIC CHURCH
HOUSING AUTHORITY OF LINCOLN COUNTY
RENEWABLE NORTHWEST PROJECT
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
CONSERVATION BIOLOGY INSTITUTE
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
BLACHLY LANE ELECTRIC COOPERATIVE
MORNING STAR MISSIONARY BAPTIST CHURCH
NORTHWEST FOOD PROCESSORS ASSOCIATION
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
OREGON EDUCATION ASSOCIATION
HEARING AND SPEECH INSTITUTE INC
SALEM ELECTRIC
MORRISON CHILD AND FAMILY SERVICES
JUNIOR ACHIEVEMENT
CENTRAL BIBLE CHURCH
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL
TRILLIUM FAMILY SERVICES, INC.
YWCA SALEM
PORTLAND ART MUSEUM
SAINT JAMES CATHOLIC CHURCH
SOUTHERN OREGON HUMANE SOCIETY
VOLUNTEERS OF AMERICA OREGON
CENTRAL DOUGLAS COUNTY FAMILY YMCA
METROPOLITAN FAMILY SERVICE
OREGON MUSEUM OF SCIENCE AND INDUSTRY
FIRST UNITARIAN CHURCH
ST. ANTHONY CHURCH
Good Shepherd Medical Center
Salem Academy
ST VINCENT DE PAUL
OUTSIDE IN
UNITED CEREBRAL PALSY OF OR AND SW WA
WILLAMETTE VIEW INC.
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
COMMUNITY CANCER CENTER
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
CASCADEIA BEHAVIORAL HEALTHCARE
WILD SALMON CENTER
BROAD BASE PROGRAMS INC.
SUNNYSIDE FOUR SQUARE CHURCH
TRAINING EMPLOYMENT CONSORTIUM
RELEVANT LIFE CHURCH
211INFO
SONRISE CHURCH
LIVING WAY FELLOWSHIP
Women's Safety & Resource Center
SEXUAL ASSAULT RESOURCE CENTER
IRCO
NORTHWEST YOUTH CORPS
TILLAMOOK CNTY WOMENS CRISIS CENTER
SECURITY FIRST CHILD DEVELOPMENT CENTER
CLASSROOM LAW PROJECT
YOUTH GUIDANCE ASSOC.
PREGNANCY RESOURCE CENTERS OF GREATER PORTLAND
ELMIRA CHURCH OF CHRIST
JASPER MOUNTAIN
ACUMENTRA HEALTH
WORKSYSTEMS INC
COVENANT CHRISTIAN HOOD RIVER
OREGON DONOR PROGRAM
NAMI OREGON
OLIVET BAPTIST CHURCH
SILVERTON AREA COMMUNITY AID
CONFEDERATED TRIBES OF GRAND RONDE
CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
CATHOLIC COMMUNITY SERVICES
NEW AVENUES FOR YOUTH INC
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
DECISION SCIENCE RESEARCH INSTITUTE, INC.
WESTERN STATES CENTER
HIV ALLIANCE, INC
PARTNERSHIPS IN COMMUNITY LIVING, INC.
FANCONI ANEMIA RESEARCH FUND INC.
BLIND ENTERPRISES OF OREGON
OREGON BALLET THEATRE
SMART
All God's Children International
FARMWORKER HOUSING DEV CORP
UMQUA COMMUNITY DEVELOPMENT CORPORATION
REGIONAL ARTS AND CULTURE COUNCIL
THE EARLY EDUCATION PROGRAM, INC.
MACDONALD CENTER
EVERGREEN AVIATION MUSEUM AND CAP.
MICHAEL KING.
SELF ENHANCEMENT INC.
FRIENDS OF THE CHILDREN
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
COMMUNITY VETERINARY CENTER
PORTLAND SCHOOLS FOUNDATION
SUSTAINABLE NORTHWEST
OREGON DEATH WITH DIGNITY
BIRCH COMMUNITY SERVICES, INC.
BAY AREA FIRST STEP, INC.
OSLC COMMUNITY PROGRAMS
EN AVANT, INC.
ASHLAND COMMUNITY HOSPITAL
NORTHWEST ENERGY EFFICIENCY ALLIANCE
BONNEVILLE ENVIRONMENTAL FOUNDATION
SUMMIT VIEW COVENANT CHURCH
SALMON-SAFE INC.
BETHEL CHURCH OF GOD
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL
SAINT ANDREW NATIVITY SCHOOL
BARLOW YOUTH FOOTBALL
SPOTLIGHT THEATRE OF PLEASANT HILL
FAMILIES FIRST OF GRANT COUNTY, INC.
TOUCHSTONE PARENT ORGANIZATION
CANCER CARE RESOURCES
CASCADE REGION GREEN BUILDING COUNCIL
SHERMAN DEVELOPMENT LEAGUE, INC.
SCIENCEWORKS
WORD OF LIFE COMMUNITY CHURCH
SOCIAL VENTURE PARTNERS PORTLAND
OREGON PROGRESS FORUM
CENTER FOR RESEARCH TO PRACTICE
WESTERN RIVERS CONSERVANCY
UNITED WAY OF THE COLUMBIA WILLAMETTE
EUGENE BALLET COMPANY
EAST WEST MINISTRIES INTERNATIONAL
SISKIYOU INITIATIVE
EDUCATIONAL POLICY IMPROVEMENT CENTER
North Pacific District of Foursquare Churches
CATHOLIC CHARITIES
FIRST CHURCH OF THE NAZARENE
WESTSIDE BAPTIST CHURCH
Little Promises Children's Program
UNION GOSPEL MISSION
GRACE BAPTIST CHURCH
COMMUNITY ACTION ORGANIZATION
OUTSIDE IN
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
E LAW
COMMUNITY HEALTH CENTER, INC
Greater Portland INC
Boys & Girls Club of Corvallis
Southeast Uplift Neighborhood Coalition
First United Presbyterian Church
PDX Wildlife
Jackson-Josephine 4-C Council
Childwork Learning Center
New Artists Performing Arts Productions, Inc.
Relief Nursery
Viking Sal Senior Center
Boys and Girls Club of the rogue valley
DrupalCon Inc., DBA Drupal Association
Albany Partnership for Housing and Community Development
Hermiston Christian Center & School
Dress for Success Oregon
Beaverton Rock Creek Foursquare Church
St Paul Catholic Church
St Mary's Catholic School and Parish
Polk Soil and Water Conservation District
Street Ministry
La Grande Church of the Nazarene
Spruce Villa, Inc.
House of Prayer for All Nations
Sacred Heart Catholic Church
African American Health Coalition, Inc.
Happy Canyon Company

Village Home Education Resource Center
Monet's Children's Circle
Cascade Housing Association
Dayspring Fellowship
Northwest Habitat Institute
First Baptist Church
The Nature Conservancy, Willamette Valley Field Office
Portland Community Reinvestment Initiatives, Inc.
GeerCrest Farm & Historical Society
College United Methodist Church
NEDCO
Salem Evangelical Church
Daystar Education, Inc.
Oregon Social Learning Center
Pain Society of Oregon
environmental law alliance worldwide
Community in Action
Safe Harbors
FIRST CHRISTIAN CHURCH
Pacific Classical Ballet
Depaul Industries
African American Health Coalition
Ministerio International Casa
Jesus Prayer Book
Workforce Northwest Inc
Coalition Of Community Health
New Paradise Worship Center
River Network
CCI Enterprises Inc
Oregon Nurses Association
GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE
Mount Angel Abbey
YMCA OF ASHLAND
YMCA OF COLUMBIA-WILLAMETTE
ASSOCIATION SERVICES
Multnomah Law Library
Friends Of Tryon Creek State P
Ontrack Inc.
Calvin Presbyterian Church
HOLT INTL CHILD
St John The Baptist Catholic
Portland Foursquare Church
Portland Christian Center
Church Extension Plan
Occu Afghanistan Relief Effort
EUGENE FAMILY YMCA
Christ The King Parish and School
Congregation Neveh Shalom
Newberg Christian Church
First United Methodist Church
Zion Lutheran Church
Hoodview Christian Church
Southwest Bible Church
Community Works Inc
Masonic Lodge Pearl 66
Molalla Nazarene Church
Transition Projects, Inc
St Michaels Episcopal Church
Saint Johns Catholic Church
Access Inc
Step Forward Activities Inc
Lane Arts Council
Community Learning Center
Old Mill Center for Children and Families
Sunny Oaks Inc
Little Flower Development Center
Hospice Center Bend La Pine
PECI
Westside Foursquare Church
Relief Nursery Inc
Morning Star Community Church
MULTNOMAH DEFENDERS INC
Providence Health System
Holy Trinity Catholic Church
Holy Redeemer Catholic Church
Alliance Bible Church
Mid Columbia Childrens Council
HUMANE SOCIETY OF REDMOND
Intergral Youth Services
Our Redeemer Lutheran Church
Kbps Public Radio
Skyball Salem Keizer Youth Bas
Open Technology Center
Grace Chapel
CHILDREN’S MUSEUM 2ND
Oregon District 7 Little League

Portland Schools Alliance
My Fathers House
Solid Rock
West Chehalem Friends Church
Eugene Creative Care
Guide Dogs For The Blind
Children Center At Trinity
Aldersgate Camps and Retreats
St. Katherine’s Catholic Church
Bags of Love
Grand View Baptist Church
Green Electronics Council
Scottish Rite
Western Wood Products Association
THE NEXT DOOR
NATIONAL PSORIASIS FOUNDATION
NEW BEGINNINGS CHRISTIAN CENTER
HIGHLAND UNITED CHURCH OF CHRIST
OREGON REPERTORY SINGERS
HIGHLAND HAVEN
FAIR SHARE RESEARCH AND EDUCATION FUND
Oregon Satsang Society, Inc., A chartered
Affiliate of ECKANKAR, ECKA
First Baptist Church of Enterprise
The Canby Center
Oregon Nikkei Endowment
Eastern Oregon Alcoholism Foundation
Grantmakers for Education
The Spiral Gallery
The ALS Association Oregon and SW
Washington Chapter
Children’s Relief Nursery
Home Builders
Energy Trust of Oregon
Oregon Psychoanalytic Center
Store to Door
Depaul Industries
Union County Economic Development Corp.
Camelto Theatre Company
Camp Fire Columbia
TAKE III OUTREACH
Rolling Hills Community Church
Sandy Seventh-day Adventist Church
Muddy Creek Charter School
A FAMILY FOR EVERY CHILD
1000 FRIENDS OF OREGON
NONPROFIT ASSOCIATION OF OREGON
FAMILY CARE INC
Clean Slate Canine Rescue & Rehabilitation
St. Martins Episcopal church
Food for Lane County
columbia gorge discovery center and museum
NAMI of Washington County
The Dalles Art Association
Temple Beth Israel
YMCA of Marion and Polk Counties
Fund For Christian Charity
Deer Meadow Assisted Living
Umpqua Basin Water Association
300 Main Inc
Southwestern Oregon Public Defender
Services, Inc.
Albertina Kerr Centers
Dufur Christian Church
St. Matthew Catholic School
Serendipity Center Inc
Northwest Family Services
Network Charter School
Ride Connecton
Parenting Now!
USO Northwest
Norkenzie Christian Church
Center for Family Development
West Salem Foursquare Church
Mount Pisgah Arboretum
Lower Columbia Estuary Partnership
Nehalem Bay House
p:ear
Health Share of Oregon
St. Peter Catholic Church
Mid Willamette Valley Community Action
A Hope For Autism Foundation
Breast Friends
SEPTL Southeast Portland Tool Library
National Christian Community Foundation
Willamette Valley Babe Ruth
Center For Continuous Improvement
Trillium Sprigs
Youth Dynamics
Ashland Art Center
Apostolic Church of Jesus Christ
DOUGLAS FOREST PROTECTIVE
Oregon Lyme Disease Network
Ecotrust
SPECIAL MOBILITY SERVICES
Ronald McDonald House Charities of Oregon &
Southwest Washington
Center for Human Development
DePaul Treatment Centers, Inc.
Mission Increase Foundation
THREE RIVERS CASINO
Yamhill Community Care Organization
Portland Japanese Garden
The Madeleine Parish
The Tucker-Maxon Oral School
Southwest Neighborhoods, Inc
Wallowa Valley Center For Wellness
KIDS INTERVENTION AND DIAGNOSTIC CENTER
Portland Yacht Club
League of Women Voters
Portland Oregon Visitors Association
Southern Oregon Project Hope
Our United Villages
Samaritan Health Services Inc.
Kilchis House
Grace Lutheran School
Western Mennonite School
OEA CHOICE TRUST
American Tinnitus Association
Unitus Community Credit Union
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT
DISTRICT OF OREGON
THE MILL CASINO

Account Type: College and University (30 records)

Oregon State University
Treasure Valley Community College
University of Oregon
OREGON UNIVERSITY SYSTEM
WESTERN STATES CHIROPRACTIC COLLEGE
GEORGE FOX UNIVERSITY
LEWIS AND CLARK COLLEGE
PACIFIC UNIVERSITY
REED COLLEGE
<table>
<thead>
<tr>
<th>Account Type: Other (53 records)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Umatilla Electric Cooperative</td>
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<tr>
<td>Clackamas River Water Providers</td>
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<tr>
<td>eichoff dev co inc</td>
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<tr>
<td>The Klamath Tribe</td>
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<tr>
<td>Life Flight Network LLC</td>
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<tr>
<td>COVENANT RETIREMENT COMMUNITIES</td>
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<tr>
<td>PENTAGON FEDERAL CREDIT UNION</td>
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<tr>
<td>SAIF CORPORATION</td>
</tr>
<tr>
<td>GREATER HILLSBORO AREA CHAMBER OF COMMERCE</td>
</tr>
<tr>
<td>LANE ELECTRIC COOPERATIVE</td>
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<tr>
<td>USAGENCIES CREDIT UNION</td>
</tr>
<tr>
<td>DOUGLAS ELECTRIC COOPERATIVE, INC.</td>
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<tr>
<td>ROGUE FEDERAL CREDIT UNION</td>
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<tr>
<td>PACIFIC CASCADE FEDERAL CREDIT UNION</td>
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<tr>
<td>PACIFIC STATES MARINE FISHERIES COMMISSION</td>
</tr>
<tr>
<td>LOCAL GOVERNMENT PERSONNEL INSTITUTE</td>
</tr>
<tr>
<td>MID COLUMBIA COUNCIL OF GOVERNMENTS</td>
</tr>
<tr>
<td>CLACKAMAS RIVER WATER</td>
</tr>
<tr>
<td>GRANTS PASS MANAGEMENT SERVICES, DBA SPIRIT WIRELESS</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Account Type: City Special District (22 records)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Molalla Rural Fire Protection District</td>
</tr>
<tr>
<td>MONMOUTH - INDEPENDENCE NETWORK</td>
</tr>
<tr>
<td>MALIN COMMUNITY PARK AND RECREATION DISTRICT</td>
</tr>
<tr>
<td>TILLAMOOK PEOPLES UTILITY DISTRICT</td>
</tr>
<tr>
<td>GLADSTONE POLICE DEPARTMENT</td>
</tr>
<tr>
<td>GOLD BEACH POLICE DEPARTMENT</td>
</tr>
<tr>
<td>THE NEWPORT PARK AND RECREATION CENTER</td>
</tr>
</tbody>
</table>
RIVERGROVE WATER DISTRICT
WEST VALLEY HOUSING AUTHORITY
TUALATIN VALLEY FIRE & RESCUE
GASTON RURAL FIRE DEPARTMENT
CITY COUNTY INSURANCE SERVICES
METRO
Roseburg Police Department
SOUTH SUBURBAN SANITARY DISTRICT
OAK LODGE SANITARY DISTRICT
SOUTH FORK WATER BOARD
SUNSET EMPIRE PARK AND RECREATION
SPRINGFIELD UTILITY BOARD
Tillamook Urban Renewal Agency
Netarts Water District
Boardman Rural Fire Protection District

**Account Type: Independent Special District (45 records)**

Silverton Fire District
Lewis and Clark Rural Fire Protection District
Rainbow Water District
Illinois Valley Fire District
PORT OF TILLAMOOK BAY
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
METROPOLITAN EXPOSITION-RECREATION COMMISSION
REGIONAL AUTOMATED INFORMATION NETWORK
OAK LODGE WATER DISTRICT
THE PORT OF PORTLAND
WILLAMALANE PARK AND RECREATION DISTRICT
TUALATIN VALLEY WATER DISTRICT
UNION SOIL & WATER CONSERVATION DISTRICT
LANE EDUCATION SERVICE DISTRICT
TUALATIN HILLS PARK AND RECREATION DISTRICT
PORT OF SIUSLAW
CHEHALEM PARK AND RECREATION DISTRICT
PORT OF ST HELENS
LANE TRANSIT DISTRICT
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
HOODLAND FIRE DISTRICT NO.74
WEST MULTNOMAH SOIL AND WATER

CONSERVATION DISTRICT
SALEM AREA MASS TRANSIT DISTRICT
Banks Fire District #13
KLAMATH COUNTY 9-1-1
GLENDALE RURAL FIRE DISTRICT
COLUMBIA 911 COMMUNICATIONS DISTRICT
NW POWER POOL
Lowell Rural Fire Protection District
TriMet Transit
Estacada Rural Fire District
Keizer Fire District
State Accident Insurance Fund Corporation
Bend Metro Park & Recreation District
Port of Hood River
La Pine Park & Recreation District
Siuslaw Public Library District
Columbia River Fire & Rescue
Fern Ridge Library District
Seal Rock Water District
Rockwood Water P.U.D.
Tillamook Fire District
Tillamook County Transportation Dist
Central Lincoln People's Utility District
Jefferson Park and Recreation

**Account Type: City (139 records)**

City of Monmouth / Public Works
McMinnville Police Department
Brookings Fire / Rescue
City of Veneta
CITY OF DAMASCUS
Hermiston Fire & Emergency Svcs
CEDAR MILL COMMUNITY LIBRARY
CITY OF LAKE OSWEGO
EUGENE WATER & ELECTRIC BOARD
LEAGUE OF OREGON CITIES
CITY OF SANDY
CITY OF ASTORIA OREGON
CITY OF BEAVERTON
CITY OF BOARDMAN
CITY OF CANBY
CITY OF CANYONVILLE
CITY OF CENTRAL POINT POLICE DEPARTMENT
CITY OF CLATSKANIE
Seaside Public Library
City of Yoncalla
La Grande Police Department
Cove City Hall
Woodburn City Of
NW PORTLAND INDIAN HEALTH BOARD
Portland Patrol Services
City Of Bend
City Of Coquille
City Of Molalla
City Of North Bend
Columbia Gorge Community
ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT
City of St. Helens
City of North Powder
City of Cornelius, OR
Toledo Police Department
City of Independence
City of Baker City
McMinnville Water & Light
CITY OF SWEETHOME
CITY OF THE DALLES
CLACKAMAS FIRE DIST#1
DESHUTES PUBLIC LIBRARY
City of Ontario
North Lincoln Fire & Rescue #1
City of Harrisburg
Gladstone Public Library
CITY OF LINCOLN CITY
City of Milton-Freewater
City of Forest Grove
City Government
City of Mt. Angel

Account Type: County Special District (27 records)
Netarts-Oceanside RFPD
UIUC
Rogue River Fire District
Tillamook County Emergency Communications District
Southern Coos Hospital
Oregon Cascades West Council of Governments

MULTONAH COUNTY DRAINAGE DISTRICT #1
PORT OF BANDON
OR INT'L PORT OF COOS BAY
MID-COLUMBIA CENTER FOR LIVING
DESHUTES COUNTY RFPD NO.2
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
CENTRAL OREGON IRRIGATION DISTRICT
MARION COUNTY FIRE DISTRICT #1
COLUMBIA RIVER PUD
SANDY FIRE DISTRICT NO. 72
BAY AREA HOSPITAL DISTRICT
NEAH KAH NIE WATER DISTRICT
PORT OF UMPQUA
EAST MULTNOMAH SOIL AND WATER CONSERVANCY
Benton Soil & Water Conservation District
DESHUTES PUBLIC LIBRARY SYSTEM
CLEAN WATER SERVICES
Crooked River Ranch Rural Fire Protection District
PARROTT CREEK CHILD & FAM
South Lane County Fire And Rescue

Account Type: Community College (15 records)
CENTRAL OREGON COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
LANE COMMUNITY COLLEGE
MT. HOOD COMMUNITY COLLEGE
LINN-BENTON COMMUNITY COLLEGE
SOUTHWESTERN OREGON COMMUNITY COLLEGE
PORTLAND COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
ROGUE COMMUNITY COLLEGE
COLUMBIA GORGE COMMUNITY COLLEGE
TILLAMOOK BAY COMMUNITY COLLEGE
KLAMATH COMMUNITY COLLEGE DISTRICT
OREGON COMMUNITY COLLEGE ASSOCIATION
Oregon Coast Community College
Clatsop Community College

Account Type: State Agency (36 records)
Oregon Forest Resources Institute
Office of the Ong Term Care Ombudsman
Oregon State Lottery
OREGON TOURISM COMMISSION
OREGON STATE POLICE
OFFICE OF THE STATE TREASURER
OREGON DEPT. OF EDUCATION
SEIU LOCAL 503, OPEU
OREGON DEPARTMENT OF FORESTRY
OREGON STATE DEPT OF CORRECTIONS
OREGON CHILD DEVELOPMENT COALITION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
BOARD OF MEDICAL EXAMINERS
OREGON LOTTERY
OREGON BOARD OF ARCHITECTS
SANTIAM CANYON COMMUNICATION CENTER
OREGON DEPT OF TRANSPORTATION
OREGON TRAVEL INFORMATION COUNCIL
OREGON DEPARTMENT OF EDUCATION
OREGON DEPT. OF CORRECTIONS
DEPARTMENT OF ADMINISTRATIVE SERVICES
Oregon Tradeswomen
Oregon Convention Center
OREGON SCHL BRDS ASSOCIAT
OREGON DEPARTMENT OF HUMAN SERVICES
CARE OREGON
Kdrrv Channel 12
Central Oregon Home Health and Hos
Oregon Health Care Quality Cor
Opta Oregon Permit Technician
HOUSING DEVELOPING CORP
State of Oregon - Department of Administrative Services
Aging and People with Disabilities
STATE OF OREGON
Account Type: Consolidated City/County (2 records)
City of Carlton
City of Pendleton Convention Center
Account Type: Federal (6 records)
US FISH AND WILDLIFE SERVICE
FEMA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), City is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2. Pursuant to 44 CFR 13.36(i)(2), City may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.

3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
   a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
   b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
   c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
   d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
   e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
   f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

   a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the City and be disposed of in accordance with City policy. The City, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions regarding copyrights:

   a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

   (1) The copyright in any work developed under a grant or contract; and
   (2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as City deems necessary, Contractor shall permit City, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or City makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.
COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.