

STANDARD OPERATING PROCEDURES: 22. OVERVIEW OF FINANCE

FAD PReP

**Foreign Animal Disease
Preparedness & Response Plan**



**United States
Department of
Agriculture**

United States Department of Agriculture • Animal and Plant Health Inspection Service • Veterinary Services

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The Foreign Animal Disease Preparedness and Response Plan (FAD PReP) Standard Operating Procedures (SOPs) provide operational guidance for responding to an animal health emergency in the United States.

These draft SOPs are under ongoing review. This document was last updated in **September 2013**. Please send questions or comments to:

National Preparedness and Incident Coordination
Veterinary Services
Animal and Plant Health Inspection Service
U.S. Department of Agriculture
4700 River Road, Unit 41
Riverdale, Maryland 20737-1231
Telephone: (301) 851-3595 Fax: (301) 734-7817
E-mail: FAD.PReP.Comments@aphis.usda.gov

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22.1 Introduction

Disaster funding is a critical component in an animal health event. All financial matters related to an incident are the responsibility of the Finance/Administration Section. This standard operating procedure (SOP) conveys information on the responsibilities and procedures related to financial matters in an incident.

22.2 Goals

22.2.1 Preparedness Goals

The preparedness goals for finance are:

- Develop templates for cooperative agreements with States and Tribal Nations before Foreign Animal Disease (FAD) outbreaks.
- Develop templates and processes to rapidly submit contingency fund requests, Commodity Credit Corporation (CCC) requests, and supplemental appropriation requests.

22.2.2 Response Goals

The response goals for finance are:

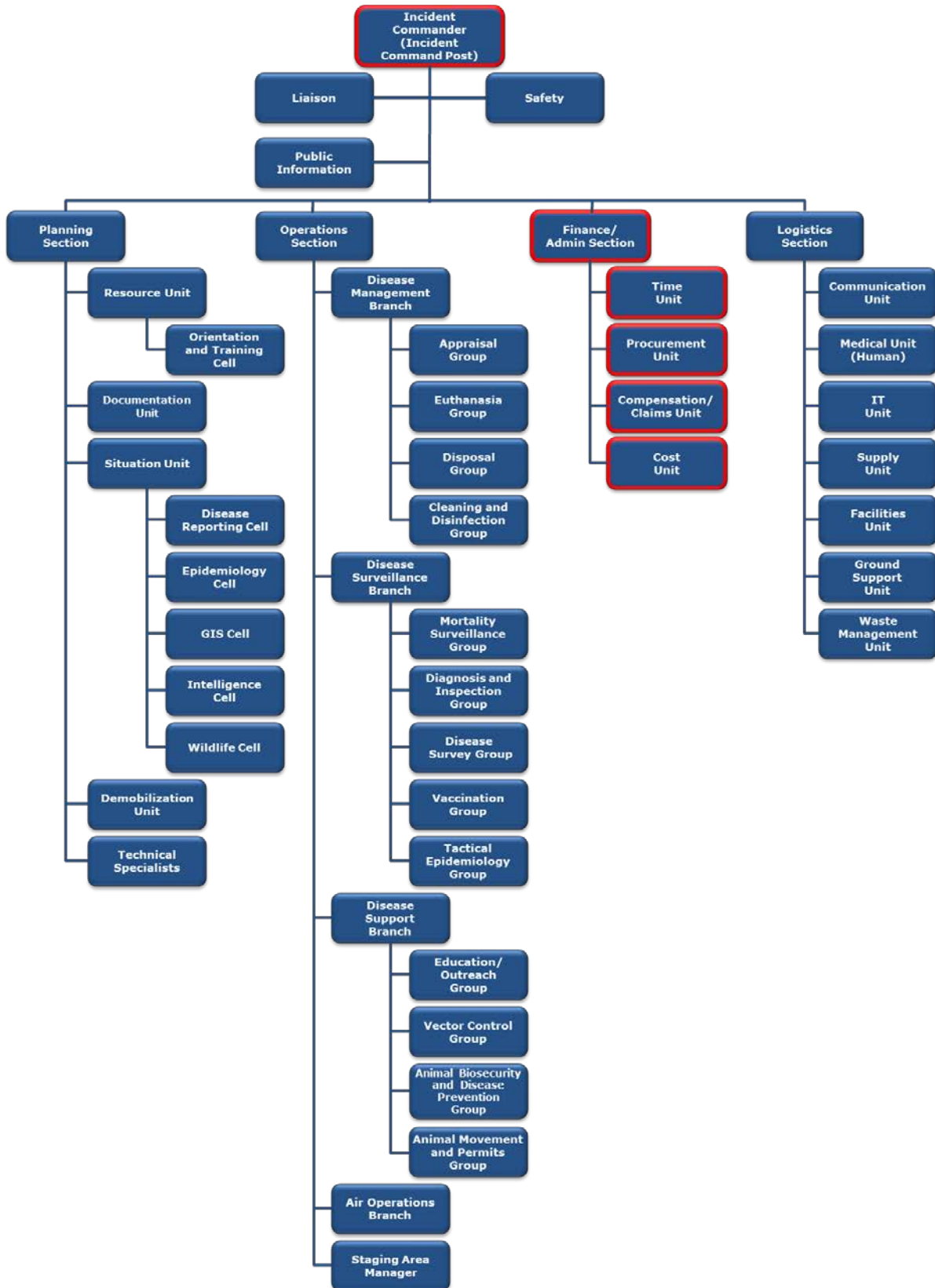
- Rapidly request funds through appropriate funding mechanisms. Rapidly provide general and detailed budget information as anticipated and requested.
- Provide timely finance functions within the Incident Command System (ICS).

22.3 Responsibilities

The Finance/Administration Section is responsible for all incident costs and financial considerations such as providing accounting functions, including maintaining an audit trail, billing, paying invoices, and documenting labor, materials, and services used during incident activities. This section is established when the incident management activities require finance and other administrative support. Not all incidents will require a separate Finance/Administration Section. In incidents that require only one specific function, such as cost analysis, a technical specialist in the Planning Section may provide this service.

Figure 22-1 shows an example of the incident command structure. The actual number of personnel and the organizational structure will depend on the size and complexity of the incident.

Figure 22-1. Example of Incident Command System Structure



The Finance/Administration Section establishes the accounting system for an emergency and oversees all accounting and financial aspects of the incident. The basic organizational structure for the Finance/Administration Section may include the following units:

- Time
- Procurement
- Compensation/Claims
- Cost.

The major responsibilities of the Finance Section Chief are to do the following:

- Manage all financial aspects of an incident.
- Attend planning meetings as required.
- Provide financial and cost analysis information as requested.
- Gather pertinent information from briefings with responsible agencies.
- Develop an operating plan for the Finance/Administration Section.
- Fill supply and support needs.
- Determine the need to set up and operate an incident commissary.
- Meet with assisting and cooperating agency representatives, as needed.
- Maintain daily contact with administrative headquarters of involved agencies on matters of finance and administration.
- Ensure that all personnel time records are accurately completed and transmitted to home agencies, according to policy.
- Provide financial input to demobilization planning.
- Ensure that all obligation documents initiated at the incident are properly prepared and completed.
- Brief agency administrative personnel on all incident-related financial issues needing attention or follow-up before they leave an incident.
- Maintain a unit/activity log.

22.4 USDA APHIS Emergency Funding for Foreign Animal Disease

The Secretary of Agriculture may declare an agricultural emergency or an extraordinary agricultural emergency when additional Federal assistance is needed to protect U.S. agriculture. With the approval of the Office of Management and Budget (OMB), additional funding and authority may be made available for emergency response to a foreign animal disease.

There are four types of emergency declarations:

- Presidential major disaster declaration
- USDA Secretarial disaster designation
- Farm Service Agency (FSA) Administrator's Physical Loss Notification
- Quarantine designation.

The first three types of disaster declarations are authorized under 7 Code of Federal Regulations 1945-A. The fourth is the result of a statutory requirement, Section 5201 of the Agricultural Assistance Act of 2003, P.L. 108-07, which authorizes emergency loans for losses resulting from quarantines imposed by the Secretary under the Plant Protection Act or animal quarantine laws as defined in Section 2509 of the Food, Agriculture, Conservation, and Trade Act of 1990.

If measures taken by a State or Tribal Nation to control or eradicate a pest or disease of livestock are inadequate, the Animal Health Protection Act (AHPA) authorizes the Secretary of Agriculture, after notice to and review and consultation with certain State or Tribal officials, to declare that an extraordinary emergency exists because of the presence in the United States of a pest or disease of livestock and that the presence of the pest or disease threatens the livestock of the United States (7 US Code 8306).

22.5 Triggering Events for USDA APHIS Emergency Funding for Foreign Animal Disease

To transfer funds from appropriations or funds available to other agencies or corporations of the Department, the Secretary of Agriculture must find that an emergency exists under which a pest or disease of livestock threatens any segment of agricultural production in the United States.

To take actions specified under Section 10407 of the AHPA, the Secretary of Agriculture must determine that an extraordinary emergency exists because of the presence of a pest or disease of livestock and that the pest or disease of livestock threatens livestock in the United States. The Secretary may take action in a State under this section only upon finding, after review and consultation with the Governor or other appropriate official of the State affected, that the State's measures are inadequate to control or eradicate the pest or disease.

In the event of a highly contagious FAD incident or outbreak, Animal and Plant Health Inspection Service (APHIS) will respond rapidly in field operations, logistical operations (the National Veterinary Stockpile), and planning functions before the emergency funding processes are completed.

Limitations on preventive or preparatory measures created by triggering event: Before taking action in a State under Section 10407 of the AHPA, the Secretary of Agriculture must notify the Governor or other appropriate animal health official of the State, issue a public announcement of the proposed action, and publish a statement in the Federal Register.

Coordination: APHIS closely coordinates with other Federal and State governments and agencies.

Note: See Section 321(a) of the Consolidated Farm and Rural Development Act (7 U.S.C. 1961(a)), which allows emergency loans resulting from a quarantine imposed by the Secretary under the Plant Protection Act or animal quarantine laws.

For responding to specific emergencies, National Preparedness and Incident Coordination (NPIC) has access to a variety of sources for funding. The two most common sources are the CCC and the APHIS Contingency Fund (CF).

22.6 Commodity Credit Corporation Requests

During an emergency the Secretary is authorized to transfer funds from the CCC. The funds are provided to APHIS as no-year funds. Before APHIS can request the Secretary to transfer funds, however, the agency must consider whether it can redirect funds from a budget line item or if other funding sources are available. APHIS will consider the total estimated amount of funding needed to address the issue and whether the program has political support before deciding to seek a CCC transfer.

Below is a breakdown of the information that needs to be provided to Policy and Program Development (PPD) to write a CCC request:

- *Who.* Who will be involved? Does this impact other government agencies, States, or other actors? How will APHIS work with others, and what will be all participants' respective roles?
- *What.* Define the emergency. Provide background information on it: history, spread patterns, cause, current factors affecting the disease such as weather, what APHIS has done in the past to combat the disease, and whether it has worked. What are the consequences of dealing or not dealing with the situation, and what actions are currently being taken? What are the trade implications? Is this an OIE (World Organization for Animal Health) notifiable disease? What are the economic implications of taking action in terms of future events? Will this set precedence? What are the interstate implications of the disease? What is or will be done to prevent a future event? What are your performance indicators and performance measures?
- *When.* When did the emergency occur? When did first signs of an emergency become evident, and what was the time frame for the spread of the disease?
- *Where.* Where is the current and possible future area impacted by the outbreak?
- *Why.* Why is this really an emergency? What is written in APHIS regulations and policy regarding combating an emergency of this type? What does APHIS have to do to keep in line with international standards? What are the implications for livestock, crops, wildlife, consumers, and/or trade if the disease should spread?
- *Will.* Will the funds be used to help prevent another event? Will the activities be completed within 1 year? Will this set precedence for future activities should they occur, and has the agency discussed this in terms of formal policy? Will there be any cost-sharing requirements with the State? (Generally there are no such requirements for FADs, but OMB may push for them all the same. Be prepared to answer why there is no cost-sharing requirement.)

-
- *How.* How is APHIS/USDA going to address the emergency? What is our logistical plan? This requires a detailed budget object code (BOC). The BOC must cover all projected items that will be needed during the emergency, such as pay, travel, supplies, and co-op, complete with explanations. How long will the operation take?
 - *Do:*
 - Give a brief description of the disease including for example, its modality and mortality rate, and potential vectors.
 - Be open and honest with Office of Budget and Policy Analysis (OBPA). It is here to support us.
 - Be honest about the full scope of the emergency. APHIS loses its credibility when we return to the table asking for additional funds.
 - Make informed, well supported assumptions about the scope of the event that is unknown. Be prepared to discuss how you support these assumptions.
 - Keep the language simple. If it's scientific, explain it in a way that's relevant and easy to understand.
 - Make sure that the BOC detail matches the narrative.
 - *Be:*
 - Able to account for the location of all animals under quarantine, as well as the entire affected animal population—for example, movement into and out of herds.
 - Prepared to know what can be done with different funding levels.
 - Unbiased when you develop an options memo.
 - Prepared to address the question of how, if the event is protracted, the agency will fund the operation in the long run (appropriations).
 - *Don't:*
 - Expect anyone to understand the science.
 - Try to baffle the readers.
 - Rush. Take your time and do it right. It will save time in the long run.
 - Request funds for capital equipment (replacement or upgrade).
 - Request salaries for new staff (use term or temporary employees).
 - Request funds for operation longer than 1 year.
 - Shoot from the hip on conference calls. Do state that we will get an answer back as soon as possible.
 - Answer questions from OBPA or OMB unless they come through Budget and Program Analysis Staff (BPAS). If asked questions, be polite and ask the person to send the question through BPAS.

22.7 APHIS Emergency Funding

22.7.1 Funding Request Process

The process for funding is as follows:

- Veterinary Services (VS) District Office or NPIC identifies a need for submitting a funding request on the basis of the scope and projected needs of the incident.
- VS District Office or NPIC notifies VS Planning and Finance Staff (PFS) of the need to request funds.
- VS District Office or NPIC alerts the VS Deputy Administrator (DA) office of the projected resource needs related to the incident.
- The VS DA meets with the Administrator's office to convey information regarding the incident and the projected resource requirements.
- Rule of thumb: Less than \$1 million is most likely a contingency fund request; more than \$1 million will be a CCC request.
- Upon the Administrator's agreement, the VS District Office or NPIC contacts the VS PFS and the PPD-BPAS regarding the need for emergency funding.
- After assessing the need, BPAS informs the VS District Office or NPIC of the source the agency will pursue for emergency funds.
- The Surveillance, Preparedness, and Response Services (SPRS) Associate Deputy Administrator (ADA) or the District Director requests budget estimates and updates from the Incident Command (IC), District Offices, and the National Veterinary Services Laboratories (NVSL) on the basis of the current situation.
- Funding information is requested on the basis of the major object class (MOC) breakout. The MOC breakout varies from incident to incident and is decided on by budget personnel.
- The information collected from the District Offices and NVSL is compiled and additional anticipated funding requirements are added. Such costs include APHIS Emergency Operations Center (AEOC) operational costs, which are 2 percent of the total request and any cost APHIS Headquarters units incur, such as overtime.
- PPD-BPAS works with the Incident Coordination Group (ICG) to develop the language for both a decision memo for the Secretary and an informational memo that accompanies the MOC funding breakout. The informational memo is drafted while the decision memo is under consideration by the Secretary.
- The decision memo will be forwarded to the Office of the Secretary.
- The informational memo includes background information, current situation information, and funding requirements.
- In most cases using CCC or CF funding, BPAS, the Department, or OMB may require NPIC to supply performance measures related to the emergency activities. BPAS will assist NPIC in creating these measures.

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- PPD-BPAS then compiles the total package. VS Deputy Administrator (VSDA), SPRS ADA, and the IC review and approve it.
 - Once VS approves the funding request package, BPAS submits it to the Administrator's Office for approval.

22.7.1.1 Contingency Fund

If a CF request is approved, the Administrator's Office transmits it to the Department's OBPA for review. Generally CF requests can be processed faster, since the account is held by the Administrator and therefore does not require OMB approval.

OBPA reviews the CF request and BPAS/NPIC answers questions. OBPA then forwards the request to the Under Secretary (US) for Marketing and Regulatory Programs (MRP). If the US MRP approves it, then the Budget Execution and Support Branch (BESB) allocates the funds to VS.

22.7.1.2 Commodity Credit Corporation Funding

The process for CCC funding follows these steps:

- If approved, the CCC request is sent to the US MRP for review and concurrence. If the US MRP concurs, the CCC request is sent to OBPA for review. OBPA works with BPAS to answer any questions regarding the request. Depending upon the nature of the questions, BPAS may request a conference call with OBPA and NPIC.
- OBPA then transmits the CCC request to the USDA Secretary for approval.
- If the Secretary approves it, OBPA transmits the request to OMB. OMB reviews it and often asks questions of APHIS through OBPA.
- OBPA communicates these questions to BPAS, which works with NPIC to answer them.
- To expedite request approvals, OMB may request a conference call involving OMB, OBPA, and an APHIS representative.
- BPAS conveys any written answers to the questions to OBPA, which then forwards them to OMB.
- CCC funding is held by the USDA FSA.
- OBPA works with APHIS and FSA to ensure completion of the funds transfer.
- Once the request is approved, the funding goes to APHIS Marketing and Regulatory Programs Business Services (MRPBS) BESB and is allocated to VS.
- The IC distributes the funding to the program or programs involved. The program then assesses and disburses it on the basis of accounting codes and reporting categories.

22.7.2 Reporting Requirements

The District Offices and NVSL provide monthly funding status reports to NPIC. They must also fill out the MOCs indicating the amount of funding that has been spent. [Attachment 22.A](#) contains an example MOC budget.

22.8 Cooperative Agreements

NPIC uses cooperative agreements (CAs) as an expedient method to enter into relationships with key cooperators, such as colleges and universities. NPIC funds services from these cooperators, ranging from disease modeling to producing response guidelines, which it would typically acquire through a contract. [Attachment 22.B](#) contains a sample CA.

22.9 Training

A number of finance classes are offered for USDA personnel to assist members of the Finance/Administration Section. The following courses are available through AgLearn:

- *Finance/Admin Section Chief*: This course is designed to meet a portion of the training needs in the finance section. Topics include pre-dispatch and response, organization and operation of the finance function, and demobilization.
- *Introduction to Finance*: From the line supervisor to senior managers, everyone involved in managing an enterprise interacts with the organization's financial system. Knowledge of the financial system is a key management skill for controlling and directing resources. This course introduces the nonfinancial manager to the purpose of financial management systems. It also introduces basic concepts of risk and return, the time value of money, and the relationship between tax laws and business finance.
- *Incident Command System (ICS) for Single Resources and Initial Action Incidents (200)*: ICS-200 is designed to enable personnel to operate efficiently during an incident or event within the ICS. It provides training on and resources for personnel who are likely to assume a supervisory position within the ICS.
- *Introduction to ICS (100)*: ICS-100 is a web-based entry-level course that introduces students to the ICS organization, basic terminology, common responsibilities, and ICS principles and features. This course provides a foundation for personnel to function appropriately in performing emergency incident-related duties and for employees who wish to improve their understanding of ICS. ICS-100 is a pass/fail course requiring a minimum passing score of 70 percent. Completing ICS-100 is a prerequisite for additional ICS training. The approximate course length is 1.5 hours.

Attachment 22.A Example Major Object Class Budget

SAMPLE OBJECT CLASS BREAKOUT FOR STATE DISEASE PLAN				
FROM April 1, 2018–May 12, 2018				
As of: 04/26/18				
MOC	DESCRIPTION			AMOUNT
1100	Personnel Compensation—Overtime (Based on 25 hours per week x 6 weeks)			\$TOTAL
	Qty	Description	Grade	Overtime Pay Per Week/ Per Person 6-Week Total
	2	VS: AEC	13	
	2	VS: Operations Chief	12	
	4	VS: VMO	12	
	2	VS: Finance Chief	9	
	2	VS: EMRS Data Entry	9	
	2	MRPBS Contract POC	9	
	1	VS: ADD	14	
	1	VS: District Ops Chief (only, eight hours per week)	15	
	5	VS: AHTs	8	
	6	NVSL: Lab Technician	7	
2100	Travel Costs			\$TOTAL
	Qty	Description	Unit Cost	Total
	3	2 Field Vets and Epidemiologist Travel—State		
	2	Travel costs for 2 AECs		
	5	Travel costs for 1- AHT, 1-VMO, 1-Epi, 1-AEC from neighboring States		

Qty	Description	Unit Cost	Total
2	Operations Chief— travel estimates (airfare, lodging, per diem, parking, car rental, misc.)		
2	VS: Finance Chiefs (airfare, mileage, misc, car rental, fuel)		
1	VS: District Ops Chief		
6	Estimated costs for 4 replacement/rotation VMOs and 2 Data Entry Clerks		
6	Estimated costs for 6 NVSL lab personnel to travel to State for 6 weeks		
2200	Transportation of Things		\$TOTAL
Qty	Description	Unit Cost	Total
200	Shipping costs for samples to NVSL lab		
2500	Other Services		\$TOTAL
Qty	Description	Unit Cost	Total
* 1	Agreement with private company for depopulation		
* 1	Agreement with private company for cleaning and disinfecting		
	* May be able to do a contract, even though work has been performed due to unusual and compelling circumstances.		

				\$TOTAL
2551	Cooperative Agreements			
	Qty	Description	Unit Cost	Total
	1	Agreement with neighboring State for covering expenses		
	1	Agreement with State for covering expenses		
2600	Supplies and Materials			\$TOTAL
	Qty	Description	Unit Cost	Total
		Estimated costs for reimbursement to National Veterinary Stockpile for PPE supplies		
4200	Claims w/High Indemnity Cost			\$TOTAL
	Claims w/Low Indemnity Cost			\$TOTAL
	Qty	Description	Unit Cost	Total
	25,600 Heavy Tons (813,696 lbs. Market Weight)	Indemnity cost based on State Poultry Growers Cooperative, Inc. appraisal estimate		
	25,600 Heavy Tons (998,400 lbs. Live Weight)	Indemnity cost based on USDA-NASS estimate		
	19 tons	Indemnity to State Poultry Growers Cooperative Inc. for 19 tons of feed that had to be destroyed		
GRAND TOTAL w/High Indemnity				\$ SUM TOTAL
GRAND TOTAL w/Low Indemnity				\$ SUM TOTAL

Attachment 22.B Example Cooperative Agreement



May 16, 2007

United States
Department of
Agriculture

Animal and Plant
Health Inspection
Service

Veterinary Services

Eastern Region

920 Main Campus Dr.
Suite 200
Raleigh, NC 27605

(919) 855-7250
FAX (919) 855-7295

Joseph P. Garvin
Project Manager
PO Box 1163
Richmond, VA 23218

Reference: Transmittal of Cooperative Agreement No.: 07-9651-0770CA
Cooperator: Virginia Department of Agriculture & Consumer Services
Program: LPAI (H5N2 in West Virginia)
Federal Award Amount: \$97,245.00 Cooperator's Share: \$0.00
Performance Period: April 1, 2007 thru June 30, 2007
Accomplishment Reports Due: Quarterly

Dear Dr. Garvin:

Enclosed is your fully executed copy of the Notice of Cooperative Agreement Award No. 07-9651-0770CA for the LPAI (H5N2 in West Virginia) program. Expenditures are authorized for the performance period noted above. Dr. Terry Taylor is appointed as the USDA APHIS VS Authorized Departmental Officer's Designated Representative (ADODR) for this agreement. You may contact Dr. Taylor at the following address:

Terry L. Taylor, AVIC
USDA APHIS VS
Federal Building
400 North 8th Street, Room 726
Richmond, VA 23240
(804) 343-2560

Please refer any questions or concerns you may have regarding this Agreement to Dr. Taylor.

In the event the ADODR contact for this agreement changes, another ADODR shall be appointed and you will be notified by letter.

Sincerely,



Jack A. Shere
Director

Enclosures

cc: T. Taylor, AVIC, Richmond, VA

 Safeguarding American Agriculture
APHIS is an agency of USDA's Marketing and Regulatory Programs
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Federal Relay Service
(Voice/TTY/ASCII/Spanish)
1-800-877-8339

NOTICE OF **COOPERATIVE AGREEMENT AWARD**
BETWEEN THE
VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES(COOPERATOR)
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
VETERINARY SERVICES

ARTICLE 1 - PURPOSE

The purpose of this **Agreement** is to provide Federal financial assistance to conduct enhance surveillance activities that will provide specific information to the Cooperator, APHIS, and other interested parties as a result of the Low Path Avian Influenza H5N2 in West Virginia.

ARTICLE 2 - AUTHORITIES

Under the Farm Security and Rural Investment Act of 2002, PL 107-171, Subtitle E, Animal Health Protection, Section 10401-10418, the Secretary of Agriculture, in order to protect the agriculture, environment, economy, and health and welfare of the people of the United States by preventing, detecting, controlling, and eradicating diseases and pests of animals, is authorized to cooperate with foreign countries, States, and other jurisdictions, or other persons, to prevent and eliminate burdens on interstate commerce and foreign commerce, and to regulate effectively interstate commerce and foreign commerce.

ARTICLE 3 – MUTUAL UNDERSTANDINGS AND RESPONSIBILITIES

The cooperating parties agree to/that:

- a. A mutually satisfactory annual **Work plan** and **Financial Plan** developed by the **Cooperator** and APHIS are incorporated into this **Agreement** by reference.
- b. The provisions of this **Agreement** will not replace functions that are being conducted by the **Cooperator** but will supplement those activities and increase program benefits to all parties.
- c. The employee(s) responsible for this work will be under the general program direction of the **Cooperator and APHIS**. Supervision of personnel will be provided by their employing organization, and they will be subject to their employing organizations rules and regulations.

ARTICLE 4 – COOPERATOR RESPONSIBILITIES

The **Cooperator** agrees to/that:

- a. Designate in writing to APHIS the **Cooperator's** authorized representative who shall be responsible for collaboratively administering the activities conducted under this **Agreement**.
- b. Furnish personnel, as required, to accomplish the activities outlined in the **Work Plan and Financial Plan**.

c. Submit to APHIS' authorized representative **quarterly** accomplishment reports on program activities outlined in the **Work Plan and Financial Plan**. The reports will be used by APHIS to verify compliance with provisions of this **Agreement**. These reports are due **no later than 30 days** after the end of each quarter except the final report which is due **no later than 90 days** after the **Agreement** expires or terminates. Any requests for an extension of time to submit the report must be made in writing to APHIS' authorized representative before expiration of the initial 30 or 90 day period allowed for submitting the report. Extensions of time to submit reports are subject to the discretion of APHIS' authorized representative and, if allowed, shall be provided by the authorized representative in writing.

The due dates for the accomplishment reports are:

<u>Performance Period</u>	<u>Report Due</u>
April 1 – June 30	31 July
Final Report	28 September

d. Submit to APHIS' authorized representative a properly certified **quarterly** Financial Status Report, SF-269, **no later than 30 days** after the end of each quarter and a final SF-269 **no later than 90 days** after the **Agreement** expires or terminates. Any requests for an extension of time to submit the SF-269 must be made in writing to APHIS' authorized representative before expiration of the initial 30 or 90 day period allowed for submitting the report. Extensions of time to submit the SF-269 are subject to the discretion of APHIS' authorized representative and, if allowed, shall be provided by the authorized representative in writing.

The due dates for the Financial reports are:

<u>Performance Period</u>	<u>Report Due</u>
April 1 – June 30	31 July
Final Report	28 September

e. Treat any program income derived under this **Agreement** using the Deduction Alternative in accordance with the provisions of 7 CFR 3016.25(g)(1) which provides for a decrease in the financial contributions of each cooperating party to this project.

f. Submit to APHIS a properly certified Request for Advance or Reimbursement, SF270, when requesting payment for expenditures. A payment request may be submitted quarterly or more frequently; however, advance of funds will be made by APHIS in increments as indicated under 11.j of the SF270 to cover monthly disbursement needs.

g. Obtain a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number by calling D&B at (800) 333-0505 (most expeditious) or visiting their website at <http://www.dnb.com/us>. This requirement does not apply to individuals applying for assistance, unless it supports a business or non-profit organization they operate. Upon obtaining the DUNS number, the **Cooperator** further agrees to register in the Central Contractor Registry (CCR) by visiting their website at <http://www.ccr.gov> (most expeditious) or calling 888-227-2423. The **Cooperator** also agrees to update the CCR information as necessary and to **renew the registration annually prior to its expiration date**. This registration will provide a means to receive electronic funds transfers of all payments

requested on the SF-270. **Cooperators** without accounts at financial institutions can request waivers due to hardship because of physical or geographical barrier.

h. Electronic payments status information can be obtained by accessing the United States Treasury's Financial Management Service Payment Advice Internet Delivery (PAID) system, available at no-cost. Banking information is not available, and data is kept on-line for 60 days. To register, access the PAID web site at <http://fms.treas.gov/paid>. One of three payment options are available: (1) web access only, (2) web access and e-mail notification of when a payment has been made, and (3) web access and e-mail delivery of remittance information. **Cooperators** should contact their central finance office to determine whether registration has been accomplished for their entire agency or institution.

APHIS may withhold payments called for in Article 5.b under the conditions outlined in 7 CFR 3016.21(g)

i. Comply with 7 CFR 3017, Subpart C to ensure that any sub recipients that carry out the provisions of this **Agreement** are not debarred or suspended. Subrecipients are required to disclose if they, or any of their principals, are presently excluded or disqualified.

j. Comply with and enforce the requirements for a drug-free workplace as mandated in 7 CFR 3021, "Governmentwide Requirements for Drug-Free Workplace".

k. When connected to the USDA, APHIS network, comply with the security guidelines as outlined in the USDA Cyber Security Manual Series 3500; including USDA Departmental Manual (DM) 3515, "Privacy Requirements", and USDA DM 3525, "USDA Internet Use and E-Mail Security". The **Cooperator** will not download any material (i.e., pictures, movies, or music files) bearing a copyright nor access any material defined as inappropriate in these regulations and directives. The **Cooperator** agrees that any of its personnel that are given access to APHIS information systems will take any APHIS required security and privacy training.

l. Work with the APHIS to ensure compliance with National Institute of Standards and Technology (NIST) system requirements and APHIS' Certification and Accreditation (C&A) standards. Specifically, the **Cooperator** will comply with NIST SP 800 – 37, "Guide for the Security Certification and Accreditation of Federal Information Systems"; NIST SP 800 – 53, "Recommended Security Controls for Federal Information Systems"; APHIS C&A Manual including APHIS C&A Templates; and any other relevant NIST and APHIS guides. Refer to the NIST website at <http://csrc.nist.gov/publications/nistpubs/index.html> to obtain copies of the NIST C&A publications.

m. When transmit frequency determining devices (transmitters) are owned by the Federal Government, the Federal Government will have responsibility for frequency support (frequency authorizations for fixed locations). If **Cooperator**-owned devices are provided, it will be the **Cooperator**'s responsibility to obtain frequency support by application to the Federal Communications Commission for use of government frequencies, or to obtain non government frequencies. All radio equipment will be maintained to original factory technical specifications. Mobile radio equipment removed from service will be kept at a central location with notification made to the designated Federal official. Notification of any changes, relocation, or removal of base stations or repeater stations in the system will be made to the APHIS Radio Communications Manager at Lakewood, Colorado, who will be available for technical guidance and, if needed, make periodic trips to monitor the system.

n. Maintain an inventory control system of property purchased by the **Cooperator** in whole or in part with Federal funds as well as Federally-owned equipment on loan to the **Cooperator**, if any, as required in the Section entitled "Equipment" of 7 CFR 3016.32.

o. When the Federal share of total project costs as reflected in the **Financial Plan** is over \$100,000 and a cumulative transfer among direct cost categories is in excess of ten percent of the current approved total budget, the **Cooperator** will request written prior approval for the budget revision. The **Cooperator** will submit a revised SF-424A, Budget Information, and detailed **Financial Plan** under a cover letter to the APHIS awarding official containing a narrative justification for the proposed revision.

p. Comply with the requirements for coordination, development, and use of geospatial data as mandated in OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities".

ARTICLE 5 – APHIS RESPONSIBILITIES

APHIS agrees to/that:

a. Designate in writing to the **Cooperator** APHIS' authorized representative who shall be responsible for collaboratively administering the activities conducted under this **Agreement**.

b. Provide funds on an advance or reimbursable basis as payment of allowable, agreed-to costs incurred by the **Cooperator** in carrying out the terms of this **Agreement** in accordance with the **Work Plan and Financial Plan**.

c. Make advance payments, if requested by the **Cooperator**, monthly and upon receipt of a properly certified Request for Advance or Reimbursement, SF270.

d. Provide personnel and other resources to carry out its responsibilities as outlined in the **Work Plan and Financial Plan**.

e. Provide special training to carry out assignments, as mutually deemed necessary.

ARTICLE 6 – AVAILABILITY OF FUNDING

This **Agreement** is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This **Agreement** also may be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – UNEMPLOYMENT COMPENSATION

Actual costs incurred for unemployment insurance or equitable contributions made to a self-insured unemployment fund are allowable. APHIS does not allow payment of costs incurred for unemployment claims.

ARTICLE 8 – CONGRESSIONAL RESTRICTION

Under 41 USC 22, no member of or delegate to Congress shall be admitted to any share or part of this **Agreement** or to any benefit to arise therefrom.

ARTICLE 9 – APPLICABLE REGULATIONS

As a condition of this award, the **Cooperator** agrees to comply and require subrecipients to comply with the requirements contained in the United States Department of Agriculture's "Uniform Federal Assistance Regulations", 7 CFR 3015; "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 7 CFR 3016; and/or "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations", 7 CFR 3019; in addition to "Governmentwide Debarment and Suspension (Non-Procurement)", 7 CFR 3017; "Governmentwide Requirements for Drug-Free Workplace", 7 CFR 3021; "New Restrictions on Lobbying", 7 CFR 3018; and Office of Management and Budget regulations governing "Controlling Paperwork Burdens on the Public", 5 CFR 1320.

ARTICLE 10 – TITLE TO EQUIPMENT

APHIS reserves the right to transfer title to any equipment purchased partially or fully by the **Cooperator** under this **Agreement** with Federal funds within 120 days after this **Agreement** expires or terminates.

ARTICLE 11 – PATENTS AND INVENTIONS

The **Cooperator** has the explicit duty of notifying APHIS' authorized representative, in writing, prior to the time of application for any patent or invention which is paid for in any manner or any percentage of funds provided by APHIS. This duty is not limited to the period during the **Agreement**, but may arise at any time during or subsequent to the **Agreement**. APHIS reserves to itself a royalty-free, nonexclusive, and irrevocable right to use and authorize others to use the product or invention produced under this **Agreement** for Government purposes. APHIS also retains the ability to force utilization of the patented invention by designating licenses in any field of use where the patentee has failed to act with reasonable diligence.

Any royalties or equivalent income earned during the effective period of this **Agreement** on patents or inventions derived under this **Agreement** shall be considered program income and treated under the provisions of 7 CFR 3016.25(g)(1).

ARTICLE 12 – COPYRIGHTS

APHIS reserves a royalty-free, nonexclusive, and irrevocable license to exercise, and to authorize others to exercise, the rights for Federal government purposes to copyrighted materials developed under this **Agreement**. Subject to this license, the owner is free to exercise, preserve, or transfer all its rights. The **Cooperator** shall ensure that no agreement is entered into for transferring the rights which would conflict with the nonexclusive license of APHIS.

Any royalties or equivalent income earned during the effective period of this **Agreement** on copyrighted material derived under this **Agreement** shall be considered program income and treated under the provisions of 7 CFR 3016.25(g)(1).

ARTICLE 13 – PUBLICATIONS AND AUDIOVISUALS

The final draft of any funded publication or audiovisual must be submitted by the **Cooperator** to APHIS' authorized representative prior to final printing, editing or release of the product so that APHIS can make a determination as to whether APHIS' participation in the project will be acknowledged. APHIS, furthermore, may require that the **Cooperator** modify or purge any acknowledgment of its support for activities conducted under this **Agreement** as a result of its review of a final draft. If APHIS has not responded within 30 days of receipt of the draft, the **Cooperator** will be free to proceed with publication without an acknowledgment. In the event that APHIS elects not to acknowledge the product, the **Cooperator** agrees not to attribute sponsorship by APHIS by any means including, but not limited to, publications, interviews, new releases, etc.

When an acknowledgment is desired by APHIS, unless otherwise instructed by APHIS, the statement shall read: "This material was made possible, in part, by a **Cooperative Agreement** from the United States Department of Agriculture's Animal and Plant Health Inspection Service (APHIS). It may not necessarily express APHIS' views."

Additionally, any other acknowledgment, including use of the APHIS Logo, by the **Cooperator** of APHIS support shall have the express written permission of APHIS signatory to this Agreement, which shall be requested through the APHIS representative designated under this **Agreement**.

ARTICLE 14 – BUY AMERICAN ACT

In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act for the current Federal fiscal year, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

ARTICLE 15 – FUNDING PERIOD OBLIGATIONS AND EXTENSIONS

The funding period is the period during which this **Agreement** is in effect. Any funds not obligated by the **Cooperator** during the funding period will revert to APHIS upon the expiration or termination of this funding period. Under 7 CFR 3019.25, this **Agreement** is subject to a one-time extension of up to 12 months to complete this project. The **Cooperator** must submit a written request including an SF-424, Application for Federal Assistance, to extend the duration to be received by APHIS **at least 10 days prior to the expiration of the funding period**. The SF-424 must be accompanied by a justification explaining the reason for program delays, the program impact without the extension, and the anticipated completion date. During the extension period, financial and progress reports will continue with the same frequency as provided in the original funding period. As stated in 7 CFR 3019.25 requests for extension purely to obligate funds will be denied by APHIS. All extensions must be approved, in writing, by APHIS prior to the expiration of the original funding period.

ARTICLE 16 – NON-DISCRIMINATION CLAUSE

No person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in programs or activities funded in whole or in part by the United States Department of Agriculture based on race, color, national origin, age, disability, and, where applicable, sex, religion or political beliefs.

ARTICLE 17 – FUNDING/EFFECTIVE PERIOD, REVISIONS, AND TERMINATION

The Federal award for this **Agreement** is in the amount of **\$97,245.00** and the **Cooperator's** share is **\$0.00** for a total project cost of **\$97,245.00**. Cost overruns will be the responsibility of the **Cooperator**, unless additional funding is secured from APHIS prior to the expiration of the funding period. This **Agreement** shall become effective **April 1, 2007**, and shall continue through **June 30, 2007**, subject to continuation in writing by mutual agreement of the parties. Further, this **Agreement** may be amended at any time during the effective period by mutual agreement of the parties in writing. It may be terminated following provisions of 7 CFR 3016 .

VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER
SERVICES

 4/30/07
Donald G. Blankenship, Deputy Commissioner Date

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

 5-16-07
Regional Director Date

Budget Object Class: 2551
Accounting Code: 7119651486
Amount: \$97,245.00

Attachment 22.C Abbreviations

ADA	Associate Deputy Administrator
AHPA	Animal Health Protection Act
APHIS	Animal and Plant Health Inspection Service
AEOC	APHIS Emergency Operations Center
BESB	Budget Execution and Support Branch
BOC	budget object class
BPAS	Budget and Program Analysis Staff
CA	cooperative agreement
CCC	Commodity Credit Corporation
CF	Contingency Fund
DA	Deputy Administrator
FAD	foreign animal disease
FAD PReP	Foreign Animal Disease Preparedness and Response Plan
FSA	Farm Service Agency
IC	Incident Command
ICG	Incident Coordination Group
ICS	Incident Command System
MOC	major object code
MRP	Marketing and Regulatory Programs
MRPBS	Marketing and Regulatory Programs Business Services
NPIC	National Preparedness and Incident Coordination
NVSL	National Veterinary Services Laboratories
OBPA	Office of Budget and Policy Analysis
OIE	World Health Organization for Animal Health
OMB	Office of Management and Budget
PFS	Planning and Finance Staff
PPD	Policy and Program Development
SOP	standard operating procedure
SPRS	Surveillance, Preparedness, and Response Services
TDD	telecommunications device for the deaf

US	Under Secretary
USDA	U.S. Department of Agriculture
VS	Veterinary Services
VSDA	Veterinary Services Deputy Administrator