

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 4

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

| | | |
|--------------------------------|--|---|
| 1. DATE OF ORDER 03/21/2013 | 2. CONTRACT NO. (If any) CPSC-A-13-0001 | 6. SHIP TO: a. NAME OF CONSIGNEE CONSUMER PRODUCT SAFETY COMMISSION |
|--------------------------------|--|---|

| | |
|--------------|--|
| 3. ORDER NO. | 4. REQUISITION/REFERENCE NO. REQ-4310-13-0072 |
|--------------|--|

| | | | | |
|--|---|---------------------|----------------|----------------------|
| 5. ISSUING OFFICE (Address correspondence to) CONSUMER PRODUCT SAFETY COMMISSION DIV OF HAZARD & INJURY DATA SYS 4330 EAST WEST HIGHWAY ROOM 604-26 BETHESDA MD 20814 | b. STREET ADDRESS DIV OF HAZARD & INJURY DATA SYS 4330 EAST WEST HIGHWAY ROOM 604-26 | c. CITY BETHESDA | d. STATE MD | e. ZIP CODE 20814 |
|--|---|---------------------|----------------|----------------------|

| | |
|------------------------------|-------------|
| 7 TO: KATRINA HEDBERG MD MPH | f. SHIP VIA |
|------------------------------|-------------|

| | |
|--|------------------|
| a. NAME OF CONTRACTOR OHA PUBLIC HEALTH OREGON HEALTH AUTHORITY | 8. TYPE OF ORDER |
|--|------------------|

| | | |
|--|---|--------------------------------------|
| b. COMPANY NAME | <input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: QUOTATION DATED 9/20/12 | <input type="checkbox"/> b. DELIVERY |
| c. STREET ADDRESS 800 NE OREGON STREET VITAL RECORDS UNIT SUITE 205 | Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated | |
| d. CITY PORTLAND | e. STATE OR | f. ZIP CODE 97293-2162 |

Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

| | |
|--|---|
| 9. ACCOUNTING AND APPROPRIATION DATA See Schedule | 10. REQUISITIONING OFFICE CONSUMER PRODUCT SAFETY COMMISSION |
|--|---|

| | |
|---|---------------------------------|
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB | 12. F.O.B. POINT Destination |
|---|---------------------------------|

| | | | | |
|--|------------------------------|------------------------|--|------------------------------|
| 13. PLACE OF a. INSPECTION Destination | b. ACCEPTANCE Destination | 14. GOVERNMENT B/L NO. | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) | 16. DISCOUNT TERMS Net 30 |
|--|------------------------------|------------------------|--|------------------------------|

17. SCHEDULE (See reverse for Rejections)

| ITEM NO (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-------------|--|----------------------|----------|----------------|------------|-----------------------|
| | DUNS Number: 8781118 COR: Mark Edwards Phone: (301) 504-7510 Email: medwards@cpsc.gov Continued ... | | | | | |

| | | | |
|---|---------------------------|----------------------|---------------------------|
| 18. SHIPPING POINT | 19. GROSS SHIPPING WEIGHT | 20. INVOICE NO. | 17(h) TOTAL (Cont. pages) |
| 21. MAIL INVOICE TO: a. NAME CPSC Accounts Payable Branch | | | |
| b. STREET ADDRESS (or P.O. Box) AMZ 160 P.O. Box 25710 | | | \$2,220.00 |
| c. CITY Oklahoma City | d. STATE OK | e. ZIP CODE 73125 | \$2,220.00 |
| 22. UNITED STATES OF AMERICA BY (Signature) ▶ PRISM ONLY | | | 17(i) GRAND TOTAL |

| |
|---|
| 23. NAME (Typed) Doris B. Kessler TITLE: CONTRACTING/ORDERING OFFICER |
|---|

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/21/2013
CONTRACT NO. CPSC-A-13-0001

ORDER NO.

| ITEM NO. (a) | SUPPLIES/SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-----------------|--|-------------------------|-------------|-------------------|---------------|--------------------------|
| | Admin Office: CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814 Accounting Info: 0100A13DSE-2013-1128200000-EXHR004310-252E0 Period of Performance: 10/01/2012 to 09/30/2013 | | | | | |
| 0001 | NOT TO EXCEED ALL DEATH CERTIFICATES IN SPECIFIED CATEGORIES SHALL BE SUBMITTED FOR DEATHS OCCURRING DURING, OR REQUESTED FOR, THE PERIOD OCTOBER 1, 2012, THROUGH SEPTEMBER 30, 2013. | 100 | EA | 20.00 | 2,000.00 | |
| 0002 | NOT TO EXCEED COMPUTER PRINTOUT(S) IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK FOR DEATHS OCCURRING DURING, OR REQUESTED FOR, THE PERIOD OCTOBER 1, 2012, THROUGH SEPTEMBER 30, 2013. | 1 | BN | 220.00 | 220.00 | |
| 0003 | First Option Period NOT TO EXCEED 100 ALL DEATH CERTIFICATES IN SPECIFIED CATEGORIES SHALL BE SUBMITTED FOR DEATHS OCCURRING DURING, OR REQUESTED FOR, THE PERIOD OCTOBER 1, 2013, THROUGH SEPTEMBER 30, 2014. Amount: \$0.00 (Option Line Item) Period of Performance: 10/01/2013 to 09/30/2014 | | EA | 20.00 | 0.00 | |
| 0004 | COMPUTER PRINTOUT(S) IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK FOR DEATHS OCCURRING DURING, OR REQUESTED FOR, THE PERIOD OCTOBER 1, 2013, THROUGH SEPTEMBER Continued ... | | BN | 220.00 | 0.00 | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$2,220.00

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

03/21/2013

CPSC-A-13-0001

| ITEM NO. (a) | SUPPLIES/SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-----------------|--|----------------------------|-------------|----------------------|---------------|-----------------------------|
| | 30, 2014. Amount: \$0.00 (Option Line Item) Period of Performance: 10/01/2013 to 09/30/2014 | | | | | |
| 0005 | Second Option Period NOT TO EXCEED 100 ALL DEATH CERTIFICATES IN SPECIFIED CATEGORIES SHALL BE SUBMITTED FOR DEATHS OCCURRING DURING, OR REQUESTED FOR, THE PERIOD OCTOBER 1, 2014, THROUGH SEPTEMBER 30, 2015. Amount: \$0.00 (Option Line Item) Period of Performance: 10/01/2014 to 09/30/2015 | | EA | 20.00 | 0.00 | |
| 0006 | COMPUTER PRINTOUT(S) IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK FOR DEATHS OCCURRING DURING, OR REQUESTED FOR, THE PERIOD OCTOBER 1, 2014, THROUGH SEPTEMBER 30, 2015. Amount: \$0.00 (Option Line Item) Period of Performance: 10/01/2014 to 09/30/2015 | | BN | 220.00 | 0.00 | |
| 0007 | Third Option Period NOT TO EXCEED 100 ALL DEATH CERTIFICATES IN SPECIFIED CATEGORIES SHALL BE SUBMITTED FOR DEATHS OCCURRING DURING, OR REQUESTED FOR, THE PERIOD OCTOBER 1, 2015, THROUGH SEPTEMBER 30, 2016. Amount: \$0.00 (Option Line Item) Period of Performance: 10/01/2015 to 09/30/2016 Continued ... | | EA | 20.00 | 0.00 | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

4

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

03/21/2013

CPSC-A-13-0001

| ITEM NO. (a) | SUPPLIES/SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-----------------|--|----------------------------|-------------|----------------------|---------------|-----------------------------|
| 0008 | COMPUTER PRINTOUT(S) IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK FOR DEATHS OCCURRING DURING, OR REQUESTED FOR, THE PERIOD OCTOBER 1, 2015, THROUGH SEPTEMBER 30, 2016. Amount: \$0.00 (Option Line Item) Period of Performance: 10/01/2015 to 09/30/2016 | | BN | 220.00 | 0.00 | |
| 0009 | Fourth Option Period NOT TO EXCEED 100 ALL DEATH CERTIFICATES IN SPECIFIED CATEGORIES SHALL BE SUBMITTED FOR DEATHS OCCURRING DURING, OR REQUESTED FOR, THE PERIOD OCTOBER 1, 2016, THROUGH SEPTEMBER 30, 2017. Amount: \$0.00 (Option Line Item) Period of Performance: 10/01/2016 to 09/30/2017 | | EA | 20.00 | 0.00 | |
| 0010 | COMPUTER PRINTOUT(S) IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK FOR DEATHS OCCURRING DURING, OR REQUESTED FOR, THE PERIOD OCTOBER 1, 2016, THROUGH SEPTEMBER 30, 2017. Amount: \$0.00 (Option Line Item) Period of Performance: 10/01/2016 to 09/30/2017 The total amount of award: \$2,220.00. The obligation for this award is shown in box 17(i). | | BN | 220.00 | 0.00 | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

CPSC-A-13-0001
COOPERATIVE AGREEMENT
BETWEEN THE
OREGON DEPARTMENT OF HUMAN SERVICES
AND THE
U.S. CONSUMER PRODUCT SAFETY COMMISSION

A. BACKGROUND INFORMATION

The mission of the U.S. Consumer Product Safety Commission (CPSC) is to provide an effective program to assure the safety of consumer products. The reporting of fatalities caused by or relating to consumer products to the Commission enables the Commission to assess the causes and magnitude of the injury problem for which it is responsible under the Consumer Product Safety Act, Public Law 92-573.

As part of its program, CPSC collects death certificates of deaths caused by or relating to consumer products from 51 state health jurisdictions in the United States. The continued receipt of these certificates or electronic data files will provide needed information for the ongoing study of the causes of death from consumer products and ways to prevent such deaths in the future. The collection of such data is essential to giving proper perspective to hazard analysis related to particular products and in giving trend data on product-related deaths.

As soon as the death certificates are received by CPSC's Division of Hazard and Injury Data Systems, they are scanned and coded for entry into the CPSC computer system. The original certificates are destroyed by CPSC after the data entry process is complete. Follow-up investigation of selected cases by CPSC may be conducted, but only in accordance with state health department criteria. Confidentiality of the identity of the victim is strictly observed at all times by CPSC and its representatives.

B. OBJECTIVE OF THE DEATH CERTIFICATE PROJECT

The objective of the Death Certificate Project is to provide the Commission with timely certificates of deaths caused by or relating to consumer products under the jurisdiction of CPSC. The collection of such data by either death certificates or electronic death data is essential to analysis of the hazards of particular products, and in evaluating trends on product-related deaths.

C. STATEMENT OF WORK

Independently, and not as an agent of the Government, the Oregon Department of Human Services, herein referred to as the "Contractor", shall furnish all necessary personnel, materials, services, and facilities to conduct the work set forth below:

1. If the Contractor provides death certificates:
 - a. The Contractor shall collect and furnish to CPSC copies of all death certificates as specified in Items 1-2 (see Paragraph O.1., Delivery). These death certificates are classified under

under specific external cause of death codes (ICD-10 Codes), as set forth in Attachment A for Fiscal Year 2013, for deaths occurring during or requested for, the applicable period in which the death occurred in the Contractor's jurisdiction. The search for ICD-10 codes will include underlying and contributing causes of death. Copies of death certificates as specified in Items 1-9 (odd numbers) do NOT have to be certified. The Contractor shall clearly mark the underlying or contributing ICD-10 Code requested on all death certificates submitted. These codes have been selected because of the likelihood that consumer products of interest to the Commission may be involved.

- b. The Contractor shall provide a copy of the computer printout if such printout is generated in identifying death certificates that meet the selection criteria contained in this Agreement (Items 2-10) (even numbers) with each group/batch (BT) of certificates submitted. The listing shall include, as a minimum, the underlying and contributing ICD-10 Codes and death certificate number, and shall cover the time period of the batch submitted.
 - c. Copies of death certificates, other than those specified in Attachment A for Fiscal Year 2013, are NOT required. **PAYMENT WILL ONLY BE MADE FOR THOSE CERTIFICATES WHOSE ICD-10 CODES ARE LISTED IN ATTACHMENT A FOR FISCAL YEAR 2013.**
 - d. The Commission will protect the confidentiality of the certificates and the personally identifying information contained therein. No certificate or electronic death data file will be released to the public. Only non-identifying coded information will be released to the public under a FOIA request or in reports produced by CPSC staff.
2. If the Contractor provides electronic death data:
- a. The Contractor shall collect and furnish to CPSC electronic data as specified in Items 1-9 (odd numbers) (see Paragraph O.2., Delivery). These data are classified under specific external cause of death codes (ICD-10 Codes), as set forth in Attachment A for Fiscal Year 2013, for deaths occurring during or requested for, the applicable period in which the death occurred in the Contractor's jurisdiction. The search for ICD-10 codes will include underlying and contributing causes of death. The Contractor shall clearly indicate the underlying or contributing ICD-10 Code requested on all death data submitted. These codes have been selected because of the likelihood that consumer products of interest to the Commission may be involved.
 - b. Death data, other than specified in Attachment A for Fiscal Year 2013 are NOT required. **PAYMENT WILL ONLY BE MADE FOR DEATHS WHOSE ICD-10 CODES ARE LISTED IN ATTACHMENT A FOR FISCAL YEAR 2013.**

- c. The Commission will protect the confidentiality of the certificates and the personally identifying information contained therein. No certificate or electronic death data file will be released to the public. Only non-identifying coded information will be released to the public under a FOIA request or in reports produced by CPSC. staff.

D. PRIVACY ACT

This Cooperative Agreement does not require the Contractor to maintain a system of records as defined in the Privacy Act of 1974. More specifically, the Contractor is not required to, and agrees not to, maintain any system of records for or on behalf of the U.S. Consumer Product Safety Commission, in which any records or any personal data are indexed by, or retrieved by, a person's name, social security number, or any other unique identification.

E. PERIOD OF PERFORMANCE

Performance of work shall begin on October 1, 2012, and shall not extend beyond September 30, 2013, unless the period is extended by modification to this Agreement, or the latest delivery of death certificates for deaths which occurred during or requested for, the effective period (October 1, 2012 through September 30, 2013), whichever is later. Option year performance periods shall be as indicated in the Statement of Work, if exercised.

Modification of this Agreement shall be by mutual consent of the parties; however, if either party desires to terminate this Agreement, a written notice to the other party shall be forwarded and received thirty (30) days in advance of the desired termination date.

F. LIAISON OFFICERS

FOR OREGON

Katrina Hedberg, M.D., MPH
Oregon Dept. of Human Services
Vital Records Unit
800 N.E. Oregon Street
Suite 205
Portland, Oregon 997232
Phone: (971) 673-1185

FOR CPSC

Mark Edwards, Contracting Officer Rep. (COR)
Division of Hazard and Injury Data Systems
Consumer Product Safety Commission
4330 East West Highway, Room 604
Bethesda, Maryland 20814
Phone: (301) 504-7510
Email: medwards@cpsc.gov

G. REIMBURSEMENT

The CPSC will reimburse the Oregon Department of Human Services the estimated total amount of \$2,220.00 for services rendered pursuant to this Agreement. This amount is for the following:

| Item | Supplies/Services | Quantity (Not to Exceed) | Unit Price | Amount |
|------|--|-----------------------------|------------|-----------------------------|
| 1. | Estimated Quantity Death Certificates containing Product Hazard and Injury Information from the State of Oregon. | 100 ea. | \$20.00 | \$2,000.00 |
| 2. | Computer Printout(s) | lot | 220.00 | <u>220.00</u> \$2,220.00 |

Option Periods:

First option period:

Items 3-4: 10/01/13 thru 09/30/14 -- quantity and unit price remains unchanged

Second option period:

Items 5-6: 10/01/14 thru 09/30/15 -- quantity and unit price remains unchanged

Third option period:

Items 7-8: 10/01/15 thru 09/30/16 -- quantity and unit price remains unchanged

Fourth option period:

Items 9-10: 10/01/16 thru 09/30/17 -- quantity and unit price remains unchanged

H. ACCOUNTING AND APPROPRIATION DATA

0100A13DSE 2013 1128200000 EXHR004310 252E0

I. BILLING INSTRUCTIONS

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496) all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period. To assure compliance with the Act, vouchers and/or invoices shall be submitted on any acceptable invoice form which meets the criteria listed below. Examples of government vouchers that may be used are the Public Vouchers for Purchase and Services Other Than Personal, SF 1034, and Continuation Sheet, SF 1035. At a minimum, each invoice shall include:

1. The name and address of the business concern (and separate remittance address, if applicable).
2. Do NOT include Taxpayer Identification Number (TIN) on invoices sent via e-mail.
3. Invoice date.
4. Invoice number.
5. The Agreement number (see top of page 1 of this Agreement), or other authorization for delivery of goods or services.
6. Description, price and quantity of goods or services actually delivered or rendered.
7. Shipping cost terms (if applicable).
8. Payment terms.
9. Other substantiating documentation or information as specified in the Agreement.
10. Name, title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

U.S. Mail

CPSC Accounts Payable Branch, AMZ-160
PO Box 25710
Oklahoma City, Ok. 73125

FEDEX

CPSC Accounts Payable Branch, AMZ-160
6500 MacArthur Blvd.
Oklahoma City, Ok. 73169

OR

Via email to:

9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov

Invoices not submitted in accordance with the above stated minimum requirements will not be processed for payment. Deficient invoices will be returned to the vendor within seven days or sooner. Standard forms 1034 and 1035 will be furnished by CPSC upon request of the contractor.

Inquiries regarding payment should be directed to the Enterprise Service Center (ESC), Office of Financial Operations, Federal Aviation Administration (FAA) in Oklahoma City, 405-954-7467.

J. PROMPT PAYMENT

1. In accordance with the Prompt Payment Act (P.L. 97-177), payments under this Agreement will be due on the 30th calendar day after the later of:
 - a. The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
 - b. The seventh (7th) day after the computer printouts are actually delivered and accepted by the Government.
2. The date of the check issued in payment shall be considered to be the date payment is made.

K. PRICE

The cost of each death certificate or the electronic death data, whichever is provided by the Contractor, shall be the price as stated in each applicable line item (see G., Reimbursement). **WITH RESPECT TO EACH DEATH CERTIFICATE PROVIDED UNDER THE AGREEMENT, THE CONTRACTOR WILL BE REIMBURSED AT THE RATE APPLICABLE TO THE YEAR THE DEATH OCCURRED, REGARDLESS OF THE DATE CPSC REQUESTS THE CERTIFICATE OR ELECTRONIC DATA.**

If the Contractor submits death certificates and uses a computer printout to generate the list of death certificates, the Contractor will be reimbursed for computer printout batches (BT) at the price stated in Items 2-10 of this Agreement.

L. ECONOMIC PRICE ADJUSTMENT

1. The Contractor warrants that the price stated in G, Reimbursement, for Item(s) 1, 3, 5, 7, 9 are not in excess of the Contractor's applicable established price in effect on the Agreement date for like quantities of the same item. The term "established price" means the price that the State has established as the statutory rate which is paid for a single certificate.
2. The Contractor shall promptly notify the Contracting Officer of the amount and effective date of any increases or decreases in the statutory rate.
3. Revisions in established Agreement price shall be effective on the date that the State publishes revised current, statutorily set single certificate rates.
4. The unit price of this Agreement will be modified upon verification of revision of the established price for the certificate rate.

M. NOT TO EXCEED

This Agreement is issued on a "NOT TO EXCEED" basis because it is not possible to determine the exact quantities/services that will be required during performance of the Agreement. The total expended amount under the Agreement shall not exceed the grand total, nor is the contractor entitled to perform work and expect reimbursement beyond that amount, without approval of the contracting officer. The COR must provide the Contracting Officer with a revised quantity, "Not to Exceed" total, and funding to process a modification to the Agreement. The contractor is not authorized to invoice and/or receive payment for additional work above the specified Agreement total without receipt of a formal, written modification to the Agreement.

N. ACCEPTANCE PERIOD

All materials submitted for approval will be reviewed and either accepted or rejected by the CPSC COR in the Division of Hazard and Injury Data Systems, Room 604, 4330 East West Highway, Bethesda, Maryland 20814-4408, within five (5) working days after date of receipt. Acceptance or rejection of materials submitted will be based on the List of Death Certificate ICD-10 Codes that will be collected in Fiscal Year 2012, see Attachment A. All certificates considered to be out-of-scope, i.e., those not falling within the ICD-10 Codes listed in Attachment A, will be returned to the Contractor and will not be reimbursed.

O. DELIVERY

1. If the Contractor provides death certificates:

Death Certificates shall be delivered (mailed/faxed) either monthly, quarterly, semi-annually, or annually to the following address:

Death Certificate Project
Division of Hazard and Injury Data Systems
U.S. Consumer Product Safety Commission
Division of Data Systems, Room 504
4330 East West Highway
Bethesda, Maryland 20814
Attention: CPSC Contracting Officer Representative (COR)
FAX #: (800) 809-0924

2. If the Contractor provides electronic death data:

Death Data shall be delivered in an electronic format agreeable to both the Contractor and CPSC COR either monthly, quarterly, semi-annually, or annually to the following address:

Death Certificate Project
Division of Hazard and Injury Data Systems
U.S. Consumer Product Safety Commission

4330 East West Highway
Bethesda, Maryland 20814
Attention: CPSC Contracting Officer Representative (COR)

OR

E-mail: first initial last name of COR@cpsc.gov (i.e., jdoe@cpsc.gov)

P. CLAUSES INCORPORATED BY REFERENCE

This Agreement incorporates the following clauses by reference from the Federal Acquisition Regulation (48 CFR CHAPTER 1) with the same force and effect as if set forth in full text. Upon request, the Contracting Officer will make its full text available.

| Clause | Title | Date |
|----------|---|-----------|
| 52.204-4 | Printed or Copied Double-Sided On Recycled Paper | May 2011 |
| 52.243-1 | Changes - Fixed Price | Aug. 1987 |

Q. CLAUSES INCORPORATED IN FULL TEXT

a. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (Apr 2008)

(a) Definitions. As used in this clause—

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the

Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an

ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

b. 52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items). (May 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (iv) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- (v) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

- (i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (ii) 52.232-1, Payments (Apr 1984).
- (iii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iv) 52.232-11, Extras (Apr 1984).
- (v) 52.232-25, Prompt Payment (Oct 2008).
- (vi) 52.233-1, Disputes (July 2002).
- (vii) 52.244-6, Subcontracts for Commercial Items (Jan 2011).
- (viii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (Oct 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(x) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

(ii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(d) *Inspection/Acceptance.* The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

R. DISAGREEMENTS

In the event that CPSC and the Oregon Department of Human Services have a disagreement arising under this Agreement, the parties shall cooperatively seek to resolve the disagreement by themselves. If the disagreement cannot be resolved between them, the parties agree to seek the assistance of a third party in resolving the disagreement.

S. AUTHORITY

This Agreement is entered into pursuant to the authority of Sections 5(c) and 27(g) of the Consumer Product Safety Act, P.L. 92-573, 15 U.S.C. 2054(c) and 2076(g).

APPROVED AND ACCEPTED
FOR THE OREGON DEPARTMENT
OF HUMAN SERVICES

BY Tom Eversole
Tom Eversole
TITLE Administrator
Center for Public Health Practice

DATE 3-19-13

APPROVED AND ACCEPTED FOR
THE U.S. CONSUMER PRODUCT
SAFETY COMMISSION

BY Doris B. Kessler
Doris B. Kessler
TITLE Contracting Officer

DATE 3-21-13

Attachment A

List of ICD-10 DEATH CERTIFICATE CODES THAT WILL BE COLLECTED IN FY13 (10/01/12 - 09/30/2013) All States
Except Florida and Pennsylvania

| ICD-10 Code | Description per ICD-10 Text |
|---|--|
| V86 | Occupant of special all-terrain or other motor vehicle designed primarily for off-road use |
| V10-V11, V16-V18 | Transport accidents involving a pedalcycle or pedalcyclist |
| X40-X45; only ages <5 | Accidental poisonings by exposure to various drugs |
| X46, X49 | Accidental poisonings by and exposure to noxious substances and their vapors (solvents, paints, chemicals, etc.) |
| X47 | Accidental poisonings by and exposure to other gases and vapors |
| W16 | Jumping/diving into water - not drowning/submersion |
| W09 | Fall involving playground equipment |
| X05-X06 | Ignition of nightwear and other clothing & apparel |
| W65-W68, (W73-W74, only loc=.0-.3, .5) V90.7, V90.8 | Accidental drowning and submersion |
| W80; only ages <5 | Inhalation/ingestion of other objects causing obstruction of respiratory tract |
| W75, W76, W81, W83 | Accidental suffocation, hanging, strangulation |
| W44 | Foreign body entering into or through eye or natural orifice |
| W20; only ages <20 | Struck by thrown, projected or falling objects |
| W21, W50, W51 | Striking against/by sports equip., BB gun, other person (in sports) |
| W22 | Striking against or struck by other objects |
| W23 | Caught, crushed, jammed or pinched in or between objects |
| W25-W29, (W31; only loc=.0-.2) | Contact with other an unspecified machinery, mowers, knives, etc. |
| W35-W36, W40 | Explosion and rupture of boiler, gas cylinder |
| W39 | Discharge of firework |
| X11-X19 | Contact with heat and hot substances |
| W85-W87 | Exposure to other specified or unspecified electric current |
| Y10-Y15 only age <5; Y16, Y19 | Poisoning/exposure of undetermined intent: to drugs (<5), solvents, corrosives |
| Y17 | Poisoning/exposure of undetermined intent to gases and vapors |
| Y20 | Hanging, strangulation and suffocation, undetermined intent |
| Y21 | Drowning and submersion, undetermined intent |
| Y26-Y27 | Exposure to smoke, fire, steam, of undetermined intent |