



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee members
From: Daniel Dickerson, Fiscal Analyst *DD*
Date: March 22, 2019
Subject: Grant Requests – JFO #2955 - 2957

Enclosed please find three (3) items, which the Joint Fiscal Office has received from the Administration.

JFO #2955 – \$22,932 from the Corporation for National and Community Service (CNCS) to SerVermont (housed within the Agency of Human Services). The funding would be used to perform criminal history re-checks for CNCS-funded members and staff. These re-checks were mandated by CNCS due to compliance findings nationwide. SerVermont began performing the re-checks in January and sent a grant pre-spending notification to the Joint Fiscal Office in early February. The formal grant award from CNCS was received by SerVermont in February and so the grant materials will include the pre-spending notification as well as the grant acceptance request form (AA-1). CNCS has required that the re-checks be completed no later than March 31, 2019.

[JFO received 2/25/19]

JFO #2956 – \$123,040 from the American Association of Motor Vehicle Administrators to the VT Dept. of Motor Vehicles (DMV). The funding would be used to achieve compliance with 49 U.S.C. Sec. 30503, which requires States to make vehicle titling information available to users of the National Motor Vehicle Title Information System (NMVTIS), and to allow the Vermont DMV to perform instant title verification checks before issuing vehicle titles. Currently Vermont is one of six States that does not currently participate in the NMVTIS registry. These funds would help the State to achieve full participation within twelve months.

[JFO received 2/25/19]

JFO #2957 – \$99,919 from the U.S. Dept. of Agriculture-Food and Nutrition Service to the VT Agency of Education (AOE). The funds would be used to fund a part-time training coordinator position within AOE to provide training and professional development to child and adult care institutions Statewide that provide prepared meals. This training and development would be done within the context of the national Adult and Child Care Food Program goals as they relate to meal pattern compliance, menu planning and food service environment improvements. The part-time temporary position would be funded through September 30, 2020.

[JFO received 3/11/19]

Please review the enclosed materials and notify the Joint Fiscal Office (Daniel Dickerson at (802) 828-2472; ddickerson@leg.state.vt.us) if you have questions or would like an item held for legislative review. Unless we hear from you to the contrary by April 05, 2019 we will assume that you agree to consider as final the Governor's acceptance of these requests.

State of Vermont
 Department of Finance & Management
 109 State Street, Pavilion Building
 Montpelier, VT 05620-0401

[phone] 802-828-2376
 [fax] 802-828-2428

RECEIVED

Agency of Administration

MAR 11 2019


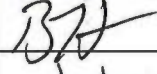
JOINT FISCAL OFFICE

**STATE OF VERMONT
 FINANCE & MANAGEMENT GRANT REVIEW FORM**

Grant Summary:	The Child and Adult Care Food (CACFP) program supports the training needed for child and adult care institutions and family or group day care homes for the provision of nutritious foods. This grant will fund a temporary position.				
Date:	2/25/2019				
Department:	Agency of Education				
Legal Title of Grant:	Child and Adult Care Food Program Training				
Federal Catalog #:	10.534				
Grant/Donor Name and Address:	U.S. Department of Agriculture Food and Nutrition Service, 3101 Park Center Drive Alexandria, VA 22302				
Grant Period:	From:	9/30/2018	To:	9/30/2020	
Grant/Donation	\$99,919				
	SFY 1	SFY 2	SFY 3	Total	Comments
Grant Amount:	\$26,747	\$59,799	\$13,373	\$99,919	

	# Positions	Explanation/Comments
Position Information:	1	Grant funds will be used for a .5 FTE temporary position to act as the CACFP Training Coordinator for 270 sites in Vermont.

Additional Comments: The NOA was received by AOE on 8/22/2018, however AOE did not submit the grant package to AOA until 2/21/2019. AOE was waiting for the funds to appear in the draw site, which happened in February 2019. Plan for expenditure differs slightly from original budget application. Any contracts derived from this grant will be for operating expenses.

Department of Finance & Management		(Initial)
Secretary of Administration		(Initial)
Sent To Joint Fiscal Office	3/11/19	Date



RECEIVED	STATE OF VERMONT		
MAR 11 2010	FINANCE & MANAGEMENT GRANT REVIEW FORM		
JOINT FISCAL OFFICE			





219 North Main Street, Suite 402
Barre, VT 05641 (p) 802-479-1030 | (f) 802-479-1835

MEMORANDUM

TO: Joint Fiscal Committee
FROM: Daniel M. French, Ed.D., Secretary, Agency of Education
SUBJECT: New Federal Fund Grant – CACFP Training
DATE: February 21, 2019

The Agency of Education is requesting approval from the Joint Fiscal Committee to accept grant funds to support the Child and Adult Care Food Program. This funding will be used to support a part-time temporary position that will serve as a training coordinator and respective travel costs, the cost of training spaces or venues, training materials and supplies. The funds will cover costs through September 30, 2020. The total grant is for \$99,919.

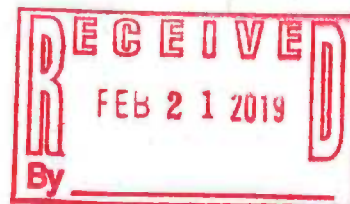
Program Overview - Child and Adult Care Food Program (CACFP)

CACFP provides aid to child and adult care institutions and family or group day care homes for the provision of nutritious foods that contribute to the wellness, healthy growth, and development of young children, and the health and wellness of older adults and chronically impaired disabled persons.

According to 7 CFR 226.6, Each State agency must provide sufficient consultative, technical, and managerial personnel to:

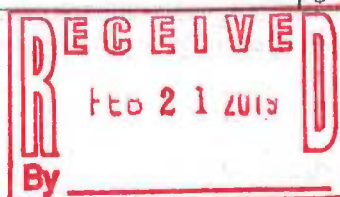
1. Administer the Program;
2. Provide sufficient training and technical assistance to institutions;
3. Monitor Program performance;
4. Facilitate expansion of the Program in low-income and rural areas; and
5. Ensure effective operation of the Program by participating institutions.

This training grant from the United States Department of Agriculture (USDA), the CACFP oversight body, will assist AOE Child Nutrition staff in performing their required work.



STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

BASIC GRANT INFORMATION				
1. Agency:	Education			
2. Department:				
3. Program:	Child Nutrition Programs			
4. Legal Title of Grant:	Child and Adult Care Food Program Training			
5. Federal Catalog #:	10.536 10.534			
6. Grant/Donor Name and Address:				
U.S. Department of Agriculture Food and Nutrition Service, 3101 Park Center Drive Alexandria, VA 22302				
7. Grant Period:	From:	9/30/2018	To:	9/30/2020
8. Purpose of Grant:				
Additional Child and Adult Care Food (CACFP) program funds to support the training and professional development in the areas of meal pattern compliance, menu planning and improving the food service environment for the 132 CACFP sponsoring organizations and approximately 270 center sites. This funding will be used to support a part-time training coordinator, travel costs, training materials and supplies.				
9. Impact on existing program if grant is not Accepted:				
Capacity at AOE to provide ongoing training is limited due to a single staff member with the CACFP program. Addition of the training coordinator will allow for needed training sessions for the small day care centers.				
10. BUDGET INFORMATION				
	SFY 1	SFY 2	SFY 3	Comments
Expenditures:	FY 2019	FY 2020	FY 2021	
Personal Services	\$22,556	\$51,112	\$11,278	
Operating Expenses	\$4,191	\$8,687	\$2,095	
Grants	\$	\$	\$	
Total	\$26,747	\$59,799	\$13,373	
Revenues:				
State Funds:	\$	\$	\$	
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$	\$	\$	
(Direct Costs)	\$26,747	\$59,799	\$13,373	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source)	\$	\$	\$	
Total	\$26,747	\$59,799	\$13,373	
Appropriation No:	5100070000	Amount:	\$99,919	
			\$	
			\$	
			\$	
			\$	
			\$	



STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

		\$
	Total	\$99,919

PERSONAL SERVICE INFORMATION

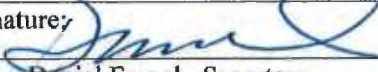

11. Will monies from this grant be used to fund one or more Personal Service Contracts? Yes No
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: _____ Agreed by: _____ (initial)

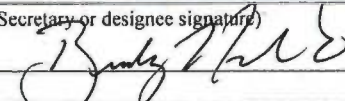
12. Limited Service Position Information:	# Positions	Title
Total Positions		

12a. Equipment and space for these positions: Is presently available. Can be obtained with available funds.

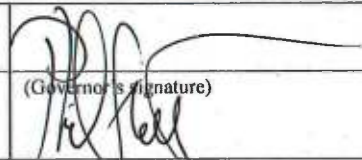
13. AUTHORIZATION AGENCY/DEPARTMENT

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):	Signature: 	Date: 2/20/19 
	Title: Daniel French, Secretary	
	Signature: _____	Date: _____
	Title: _____	

14. SECRETARY OF ADMINISTRATION

<input checked="" type="checkbox"/> Approved:	(Secretary or designee signature) 	Date: 3/6/19
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15. ACTION BY GOVERNOR

<input checked="" type="checkbox"/> Accepted	(Governor's signature) 	Date: 3/14/19
<input type="checkbox"/> Rejected		

16. DOCUMENTATION REQUIRED

Required GRANT Documentation

<input checked="" type="checkbox"/> Request Memo	<input type="checkbox"/> Notice of Donation (if any)
<input type="checkbox"/> Dept. project approval (if applicable)	<input type="checkbox"/> Grant (Project) Timeline (if applicable)
<input checked="" type="checkbox"/> Notice of Award	<input type="checkbox"/> Request for Extension (if applicable)
<input checked="" type="checkbox"/> Grant Agreement	<input type="checkbox"/> Form AA-1PN attached (if applicable)
<input type="checkbox"/> Grant Budget	

End Form AA-1

(*) The term "grant" refers to any grant, gift, loan, or any sum of money or thing of value to be accepted by any agency, department, commission, board, or other part of state government (see 32 V.S.A. §5).

United States
Department of
Agriculture

Food and
Nutrition
Service

3101 Park
Center Drive
Alexandria, VA
22302

August 22, 2018

Ms. Laurie Colgan
Director, Child Nutrition Programs
Vermont Agency of Education
219 N. Main Street
Suite 402
Barre, VT 056410219

Dear Ms. Colgan,

Congratulations! We are pleased to inform you that the USDA Food and Nutrition Service (FNS) has approved your application for the Fiscal Year 2018 Child and Adult Care Food Program Meal Service Training Grants for State Agencies.

Attached please find the FNS-529 Grant/Cooperative Agreement form which provides funding for the above-referenced project, as detailed below:

Funding Amount:	\$99,919.00
Award Start Date:	September 30, 2018
Award End Date:	September 30, 2020

In addition, attached is a copy of the FNS Award Terms and Conditions for this award. These Terms and Conditions will remain in full force and effect throughout the agreement period. Please note the following, as detailed in the Terms and Conditions:

- All expenditures paid for with funds provided under this award must be incurred within the period authorized above, and be in accordance with the tasks, project deliverables, and guidelines outlined in the Award Terms and Conditions.
- Only actual costs for work completed, rather than the estimates described in your grant application, may be charged to the award.
- If you establish sub-awards to carry out any of the work on your project, it is important that subgrantees also abide by these award terms. It is your responsibility to monitor the work and expenditures of your subgrantees.

Please have the appropriate authorizing official sign **(IN BLUE INK)** a copy of the FNS-529 and return to FNS, no later than **5 days after the receipt of this letter**. To expedite the funding process, you may return the signed form via email with an attached PDF provided the scan is in **color**.

Please forward your signed document via email to Anna.Arrowsmith@fns.usda.gov.

The Automated Standard Application for Payment (ASAP.gov) System is a secure, web-based electronic payment system which allows recipients to access their grant funds.

In order to create your account, you must return the ASAP.gov information request form. An ASAP.gov Information Request Form is necessary to begin the ASAP enrollment process and to set up the Letter of Credit by which your award funds will be made available to you. To access this form, please visit <http://www.fns.usda.gov/fm/helpful-grant-site-links/>. **Please return this form only if you do not already have an ASAP account established with FNS.** For additional information on ASAP.gov please visit <https://www.asap.gov/>.

Lastly, to comply with the reporting requirements of your award, you must enter financial information into the FNS Food Program Reporting System (FPRS). In order to access the System, you must have a USDA e-Authentication Level 2 Account. Detailed enrollment instructions on FPRS are available at <https://fprs.fns.usda.gov/>. Please ensure all required enrollment steps are completed.

Once we have received your signed FNS-529 form, we will sign and return one copy of the fully executed agreement to you. Please note that your fully executed FNS-529 agreement, signed by both FNS and your organization, serves as the "official grant agreement" and should be maintained in your files.

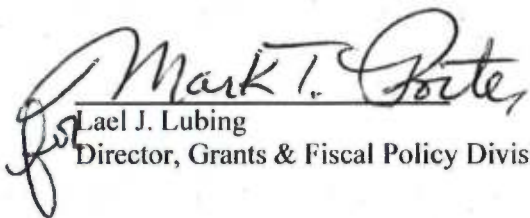
SAVE THE DATES:

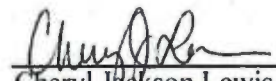
Project Directors for this grant are encouraged to attend an orientation webinar. Orientation webinars are being offered on Tuesday, September 18, 2018 at 3:00 pm EST, and Wednesday, September 19, 2018 at 1:00 pm EST. See attached flyer for additional information.

If you have any questions, please contact your Grants Officer, Anna Arrowsmith, at 703-305-2998 or via e-mail at Anna.Arrowsmith@fns.usda.gov.

Once again, congratulations on your award. We look forward to working with you and your staff on your FNS project.

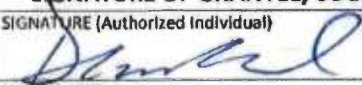
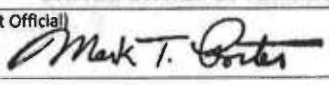
Sincerely,


Lael J. Lubing
Director, Grants & Fiscal Policy Division


Cheryl Jackson Lewis
Director, Nutrition, Education, Training, and
Technical Assistance Division
Child Nutrition Programs

Attachments

cc: Sasha Chamberlain

UNITED STATES DEPARTMENT OF AGRICULTURE - FOOD AND NUTRITION SERVICE		1. GRANT/AGREEMENT NO CN-CACFP-TRN-18-VT-1		2. FEDERAL AWARD DATE 08/22/2018							
GRANT/COOPERATIVE AGREEMENT						3. IS THIS AN R&D AWARD? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		5. UNIVERSAL IDENTIFIER NUMBER (DUNS) 8849027010000		6. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	
						4. CFDA NUMBER 10.530 10.534					
						7. FEDERAL AWARDDING AGENCY Anna Arrowsmith USDA Food and Nutrition Service		8. CFDA NAME Child and Adult Care Food Program Training			
9. RECIPIENT NAME VT Agency of Education 219 N. Main Street Suite 402 Barre, VT 056410219		10. ACCOUNTING AND APPROPRIATION DATA FN.CN.3076.01.0100 .0200 QY				11. AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$99,919.00		12. TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED \$99,919.00			
14. PLACE OF PERFORMANCE VT: Vermont		15. BUDGET APPROVED BY AWARDDING AGENCY \$99,919.00				16. TOTAL APPROVED COST SHARING/MATCHING (WHERE APPLICABLE) \$0.00		17. INDIRECT COST RATE FOR THE FEDERAL AWARD (PLEASE INCLUDE IF THE DE MINIMIS RATE IS CHARGED) 23.4%			
18. MAIL REQUESTS FOR REIMBURSEMENT TO Payments made via ASAP Letter of Credit		19. SPONSOR(SPONSORING FNS PROGRAM) Sasha Chamberlain Child and Adult Care Food Program Meal Service Training Grants for State Agencies				20. START DATE 09/30/2018		21. END DATE 09/30/2020			
22. FEDERAL AWARD PROJECT DESCRIPTION VT CACFP Training Grant											
The Grantee/Cooperator hereby assures and certifies that they will comply with the regulations, policies, guidelines and requirements as they relate to the applications, acceptance, and use of Federal funds for this Federally-assisted project including: 2 CFR Chapter I (Office of Management and Budget Government-wide Guidance for Grants and Agreements) and Chapter II (Office of Management and Budget Guidance) as well as 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); and any USDA implementing regulations, such as 2 CFR Part 400 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), 2 CFR Part 415 (General Program Administrative Regulations), 2 CFR Part 416 (General Program Administrative Regulations for Grants and											
23. REMARKS											
SIGNATURE OF GRANTEE/COOPERATOR						UNITED STATES OF AMERICA					
SIGNATURE (Authorized Individual) 			DATE 8/27/18			SIGNATURE (Grant Official) 			DATE 8/30/18		
NAME (Type) Daniel French						NAME (TYPE) Lael J. Lubing					
TITLE Secretary, Agency of Education						TITLE Director, Grants & Fiscal Policy Division					
TELEPHONE NUMBER 802-479-1030						TELEPHONE NUMBER 703-305-2048					

CACFP Meal Service Training Grant Orientation Webinars

Project Directors for this grant are encouraged to attend an orientation webinar. Orientation webinars are being offered at the dates and times listed below and attendance will be taken.

Project Directors should plan to attend one, not both, of the webinars.

Orientation Webinars

Tuesday, September 18th at 3 p.m. EST

<https://usda-fns.webex.com/usda-fns/j.php?MTID=m5f1480b16f5e7b33f700914193133430>

Meeting number: 906 857 280

Password: jmmwP8Tg

Wednesday, September 19th at 1 p.m. EST

<https://usda-fns.webex.com/usda-fns/j.php?MTID=m438377d46d2f473fac51a1bca151d86b>

Meeting number: 905 751 730

Password: upyKSPQ8

CACFP Trainers' Circle Quarterly Webinar

FNS is launching a new webinar series titled “CACFP Trainers’ Circle.” These quarterly webinars will focus on tactics and techniques trainers can use to empower program operators with the knowledge and skills needed to provide high-quality meals and snacks in the CACFP. This series will assist State agencies, CACFP sponsoring organizations, and independent centers in planning and implementing quality job skills training for CACFP operators.

The first in the series, *CACFP Trainers’ Circle: Coaching and Mentoring Using a Peer-to-Peer Model*, will highlight effective training strategies used by the Kansas State Department of Education and resources from the Institute of Child Nutrition (ICN).

We encourage all grantees to attend.

CACFP Trainers' Circle Quarterly Webinar

September 26th from 2:30 to 3:30 p.m. EST

Link to register: <https://cc.readytalk.com/r/fevlnuereq09&eom>

FOOD & NUTRITION SERVICE
STANDARD TERMS AND CONDITIONS

Effective August 1, 2016, all new grant awards, as well as amendments to existing USDA Food and Nutrition grants, are subject to the following Standard Terms and Conditions.

The USDA Food and Nutrition Service (hereinafter referred to as “Agency”) awards funding to the Grantee (hereinafter referred to as “Recipient”). By acceptance of this award, the Recipient agrees to comply with the terms and conditions of the award listed below.

The Recipient will conduct the project as described in its submission of the Standard Form 424, 424A, proposal, and budget narrative, including any subsequent revisions, amendments and/or clarifications.

Important information regarding the award, including the Agency contact and CFDA number, is contained on the Grant/Cooperative Agreement Form FNS-529.

STANDARD TERMS OF THE AWARD

1. **Funding:** The Agency will provide funds to the Grantee in the amount stated on the Grant/Cooperative Agreement Form FNS-529, Box 11, and as specified in the grant award letter, for use in accordance with this agreement. Funds will be provided at the Agency’s discretion through the Letter of Credit, Reimbursement, or in advance of need, upon receipt of a properly executed Grant/Agreement Form FNS-529.
2. **Performance Period:** The period of performance for this project is listed on the Grant/Cooperative Agreement Form FNS-529, Boxes 20 and 21. The recipient may only incur allowable costs during the period of performance. Any costs incurred prior to the period of performance must be approved in writing by the Agency.

All funds must be obligated and all program activities under the agreement (other than activities related to the close out of the agreement) must be completed by the Expiration Date listed on the Grant/Cooperative Agreement Form FNS-529, Box 21. The closeout of the agreement must occur within 90 days of the expiration date, and all obligations incurred under the agreement must be liquidated by this date.

3. **Amendments/Revisions and Budget Changes:** The Recipient may request an amendment or revision to the agreement, including the proposal, in writing at any time during the duration of the agreement. Prior approval is required for any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision), changes in key personnel, such as the project director, disengagement from the project for more than three months (or a 25 percent reduction in time devoted to the project) by the

FOOD & NUTRITION SERVICE
STANDARD TERMS AND CONDITIONS

project director, transfer of funds budgeted for participant support costs, the subawarding, transferring or contracting any work (unless approved in the submitted application package) or changes to budget line cost/expenditure. All amendments or revision must be submitted in writing to the Agency Contact listed on the Grant/Cooperative Agreement Form FNS-529, box 7.

The Recipient may transfer costs within the approved direct cost categories to meet unanticipated requirements. However, as required in 2 CFR 200.308(e) the Agency requires that prior approval be obtained for any budget revision that involves a shift of funds among line-items in excess of 10% of the total approved grant budget. Such revisions must be submitted in writing with a revised budget in the same format as the original budget. All other requirements within 2 CFR 200.308 shall also apply.

The Recipient must include justification with any proposed amendment/revision and budget changes. All requests for changes must be made at least 10 days before the end of the grant period. Any request received after this time will not be considered.

4. **Non-agreement funds:** The Recipient may seek and apply for funds from other sources in support of the mission of the agreement.

REPORTING

5. **Annual Progress Reports:** Progress reports must be sent to the Agency 30 days following the end of the first year of the award. These reports should cover the preceding period of activity. A final report identifying the accomplishments and results of the project is due 90 days after the end date of this Agreement. At a minimum, progress reports should include the following information:

- A narrative description of project progress, tasks completed, and roadblocks or problems;
- Reasons why goals and objectives were not met, if appropriate, particularly at predefined go/no-go decision points, and justification of decision to proceed;
- Discuss the budget impact and/or costs associated within this reporting period;
- List key activities planned for the next report period;
- Findings or activities which may require changes in schedule, accomplishments, or costs, particularly those changes which may impact the grantee's ability to utilize grant funds within the specified time period;
- Other pertinent information including, when appropriate, analysis and explanation of cost overruns; and

FOOD & NUTRITION SERVICE
STANDARD TERMS AND CONDITIONS

- Any unique aspects that you would like to share.

The Recipient must report immediately any problems, delays, or adverse conditions that impair the Grantee's ability to meet the grant objectives. The notification must include information on action taken or contemplated in response to the problem.

All materials developed with funding from this Agreement must be submitted in an electronic format (preferably Microsoft Word).

6. The Recipient is strongly encouraged to submit the Progress Report and associated documentation and attachments via electronic mail to the Grants Officer. If the Recipient wishes to send a hard copy, an original shall be sent to the address listed on the Grant/Cooperative Agreement Form FNS-529, box 17.
7. **Financial Status Reports:** The Recipient is required to electronically enter the annual and final financial status report (SF-425) into the FNS, Food Programs Reporting System (FPRS). Detailed FPRS enrollment instructions are provided at: <https://fprs.fns.usda.gov/>. This report must be entered within 30 days after the close of each reporting period. The Final Financial Report must be entered into FPRS within 90 days of the expiration of this agreement. This report must also be certified by the Recipient's chief fiscal officer or an officer of comparable rank.

REGULATORY AND STATUTORY REQUIREMENTS

8. **Office of Management and Budget (OMB) Guidance:** This Federal financial assistance award is subject to rules and regulations related to the Recipient's organizational entity type as noted below.

Government-wide Regulations

- 2 CFR Part 25: "Universal Identifier and System for Award Management"
- 2 CFR Part 170: "Reporting Sub-award and Executive Compensation Information"
- 2 CFR Part 175: "Award Term for Trafficking in Persons"
- 2 CFR Part 180: "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-Procurement)"
- 2 CFR 200: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
- 2 CFR 400: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"

FOOD & NUTRITION SERVICE
STANDARD TERMS AND CONDITIONS

- 2 CFR Part 415: USDA “General Program Administrative Regulations”
- 2 CFR Part 416: USDA “General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments”
- 2 CFR Part 417: USDA “Non-Procurement Debarment and Suspension”
- 2 CFR Part 418 USDA “New Restrictions on Lobbying
- 2 CFR Part 421: USDA “Requirements for Drug-Free Workplace (Financial Assistance)”
- 7 CFR Part 3: “Debt Management”
- 41 U.S.C. Section 22 “Interest of Member of Congress”
- Privacy Act. The Cooperator/Grantee shall follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- Freedom of Information Act (FOIA). Public access to Federal Financial Assistance records shall not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to the “Freedom of Information” regulation (5 U.S.C. 552)

PROPERTY STANDARDS

9. Insurance Coverage: The Recipient must provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds.

10. Intangible Property:

- a. The Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under the award. The Agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use these materials for federal purposes and to authorize others to do so.

"Federal purposes" include the use of award products in activities or programs undertaken by the Federal Government, in response to a governmental request, or as otherwise required by federal law. However, the Federal Government's use of copyrighted materials is not intended to interfere with or disadvantage the recipient or assignee in the sale and distribution of the award product."

The Agency may request copies of an award product for not-for-profit use. These copies will be provided at the cost of reproduction and shipping, and no royalties or other fees will be charged.

FOOD & NUTRITION SERVICE
STANDARD TERMS AND CONDITIONS

- b. The Agency has the right to:
 - 1. Obtain, reproduce, publish or otherwise use the data first produced under an award; and
 - 2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
 - c. In addition, in response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the Agency shall request, and the recipient shall provide within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Agency obtains the research data solely in response to a FOIA request, the Agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Agency, the recipient, and applicable sub-recipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).
 - d. Title to intangible property acquired under an award or sub-award vests upon acquisition in the Recipient. The Recipient shall use that property for the originally authorized purpose and shall not encumber the property without Agency approval. The Agency reserves the right to determine the disposition of the intangible property when it is no longer needed for the originally authorized purpose.
- 11. Federally-owned and exempt property:** Title to federally-owned property remains vested in the Federal entity. The grantee must submit annually an inventory listing of federally-owned property to the Agency. Upon completion of the project, or when the property is no longer needed, the recipient must contact the Agency for disposition instructions.
- 12. Equipment:** Equipment is defined as tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. The purchase of equipment not included in the approved project budget is allowable only if it is specifically approved beforehand by the Agency and there is documentation to support that the purchase is necessary and reasonable to carry out project activities.

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Equipment records must be maintained that include the description of the equipment, the serial number or other identification number, the source of equipment, the title holder, the acquisition date, the cost of the equipment, the location, use, and condition of the equipment, and any ultimate disposition data including the date of disposal and the sale price of the equipment. A physical inventory of the equipment must be taken and the results reconciled with the equipment records at least once every two years. The Recipient will share the results of this inventory. A Tangible Personal Property Report, SF-428, must be submitted at award close-out to report the status of the equipment, if requested.

The Recipient will follow the Agency's equipment disposition guidance and procedures. Disposition procedures will be provided by the Agency.

13. **Sub-recipient compliance:** The Recipient will ensure that sub-recipients are in compliance with applicable Federal administrative requirements and cost principles. No funds shall be provided to an eligible collaborator or contractor before such an agreement is signed by all parties.

PROCUREMENT STANDARDS

The recipient will adhere to all procurement standards, including those listed below, if applicable, as found in 2 CFR 200.318 through 2 CFR 200.326. When procuring property and services under a Federal award, a State must follow the same policies and procedures used for procurements from its non-Federal funds. State recipients will comply with 2 CFR 200.322.

14. **General procurement standards:** The non-Federal entity must use its own documented procurement procedures, which reflect applicable State and local laws and regulations provided that procurements conform to applicable Federal law and the standards identified in this section. The Recipient must maintain oversight over contractors to ensure performance in accordance with the terms, conditions and specifications of their contracts or purchase orders, including written performance standards of its employees engaged in the selection, award and administration of contracts. The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. In accordance with 2 CFR 200.318(j), the non-Federal entity may only use time and material type contracts after a determination that no other

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contract is suitable and if the contract includes a ceiling that the contractor exceeds at its own risk.

15. **Competition:** All procurement transactions must be conducted in a manner providing full and open competition consistent with 2 CFR 200.319.
16. **Suspension/Debarment:** The Recipient agrees to ensure that all sub-recipients are neither excluded nor disqualified under the Suspension and Debarment rules found at 2 CFR Parts 180 and 417 by doing any one of the following:
 - a. Checking the System for Awards Management (SAM) to determine if the applicant or grantee has been debarred or suspended. This information can be found at www.sam.gov.
 - b. Collecting a certification that the entity is neither excluded nor disqualified. Because a Federal certification form is no longer available, the Grantee or sub-Grantee electing this must devise its own.
 - c. Including a clause to this effect in the sub-recipient agreement and in any procurement contract expected to equal or exceed \$25,000, awarded by the Recipient or a sub-recipient within any agreements.
17. **Nondiscrimination:** The Recipient will comply with the following nondiscrimination statutes and regulations, other related regulations and any USDA nondiscrimination directives:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d- *et seq.*) and USDA regulations at 7 CFR Part 15, Nondiscrimination, an Department of Justice regulations at 28 CFR Part 42, Non discrimination; Equal Employment Opportunity: Policies And Procedures;
 - b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting from Federal Financial Assistance;
 - c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 1681 *et seq.*) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting or Benefiting from Federal Financial Assistance, and Department of Justice regulations at 28 CFR Part 41, Implementation of Executive Order 12250, Nondiscrimination On the Basis of Handicap In Federally Assisted Programs; and

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- d. Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*) The Grantee assures that it will immediately take any measures necessary to effectuate the requirements in these laws, regulations and directives. The Grantee gives this assurance in consideration of and for the purpose of obtaining the funds provided under this agreement.
- e. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination on the basis of disability in employment (Title I), state and local government services (Title II), places of public accommodation and commercial facilities (Title III). (42 U.S.C. 12101-12213).

The following nondiscrimination statement shall be included, in full, on all materials that are produced by the grant recipient for public information, public education, or public distribution.

“In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color national origin, sex, age, or disability.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. USDA is an equal opportunity provider and employer.”

RECORD RETENTION AND ACCESS

- 18. Evaluation and Access to Records:** The Recipient will cooperate with any evaluation of the program by providing the Agency requested data and access to records. The Recipient will cooperate with any, as needed, on-site financial and/or technical reviews and audits at any time during the term of the agreement. In addition, the Grantee shall make all records pertaining to activities under the grant available for audit purposes.

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The Recipient will require any sub-recipient or contractors to comply with the requirements of this agreement and ensure that the Agency has access to any sub-recipient or contractors for purposes of evaluating, monitoring or reviewing other operations or records as they relate to this grant. When entering into a sub-award, the Recipient shall ensure that the sub-recipient agreement contains any clause required by Federal Statute or Executive Order and their implementing regulations.

NONCOMPLIANCE AND TERMINATION

- 19. Noncompliance:** As provided in 2 CFR 200.338, the Agency may unilaterally terminate this grant agreement or recover, withhold, or disallow costs of up to 100 percent of the funds made available under the agreement if the Recipient fails to comply with any term of the agreement. **The Agency will consider failure to comply with the reporting requirements of this agreement to be a material failure to comply with the agreement and a basis for termination.** If the Agency decides to take action against the Recipient for noncompliance under this agreement, the Agency will provide the recipient written notice of the basis for its determination.

In the event that an award is suspended and corrective action is not taken within 90 days of the suspension effective date, the Agency may issue a notice of termination. No costs that are incurred during the suspension period or after the effective date of termination will be allowable, except those that are specifically authorized by the suspension or termination notice or those that, in the opinion of the Agency, could not have been reasonably avoided.

Within 30 days of the termination date, the Recipient shall furnish to the Agency a summary of progress achieved under the award, an itemized accounting of charges incurred against award funds and cost sharing prior to the effective date of the suspension or termination, and a separate accounting and justification for any costs that may have been incurred after this date.

OTHER REQUIREMENTS

- 20. USDA/FNS acknowledgement:** Unless otherwise advised by the Agency, the Recipient will acknowledge the support of USDA FNS whenever publicizing the work under this grant. To this end, the Grantee must include in any publication resulting from work performed under this grant an acknowledgment in substantially the form set below:

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“This project has been funded at least in part with Federal funds from the U.S. Department of Agriculture. The contents of this publication do not necessarily reflect the view or policies of the U.S. Department of Agriculture, nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government.”

- 21. Liabilities:** The Recipient may not seek any financial recourse from the Agency as a result of any liabilities the Recipient may incur for bodily injury or personal property damage resulting from negligent acts, errors, or omissions of the Recipient, their officers, agents or employees, or if applicable its sub-Recipients or their officers, agents, or employees, in performing this agreement. Liabilities of the United States are governed by the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.*
- 22. Privacy Act Policy:** The USDA Food and Nutrition Service does not collect any personal identifiable information without explicit consent. To view the Agency’s Privacy Act Statement, visit: www.fns.usda.gov/privacy-policy.
- 23. Program Income:** Program income is money that is earned or received by a Recipient or a sub-Recipient from the activities supported by award funds or from products resulting from award activities. It includes, but is not limited to, income from fees for services performed and from the sale of items produced under an award; usage or rental fees for equipment or property acquired under an award; admission fees; broadcast or distribution rights; and license fees and royalties on patents and copyrights. The Federal share of program income is determined by the percentage of total project costs that are supported by the Agency.

Income Earned During the Award Period: The Federal share of program income earned during the award period shall be retained by the recipient and, unless the award specifies how such income will be used, the recipient must use it in the following way:

It may be added to the existing project funding to cover increased costs of the project.

A report of program income earned during the award period must be submitted with the final Federal Financial Report whenever program income is earned during the award period or when the terms and conditions of the award specifically require such a report. The report shall indicate the total amount of program income that was earned and how it was used.

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If income is to be returned to the Agency, a check made payable to the Food and Nutrition Service (FNS) and identified as program income must be submitted to the Accounting Division at the following address:

USDA Food and Nutrition Service
ATTN: Accounting Division
P.O. Box 979027
St. Louis, MO 61397-9000

All checks must include: **Project Fiscal Year, Agency Name, and GAD Number**

POST CLOSEOUT ADJUSTMENTS AND COLLECTIONS

- 24. Post-closeout adjustments:** The closeout of a Federal award does not affect:
- a. The right of the Agency to disallow costs and recover funds on the basis of an audit or later review;
 - b. The obligation of a non-Federal entity to return funds as a result of later cost adjustments;
 - c. Audits requirements;
 - d. Property management and disposition requirements; and
 - e. Record retention requirements.
- 25. Collections:** Any funds paid in excess of the amount in which the non-Federal entity is finally determined to be entitled will constitute a debt to the Federal Government. If these funds are not repaid within 90 days, the Agency may: make an administrative offset; withhold advance payments or take other necessary actions. In addition, interest will accrue on this overdue debt in accordance with the Federal Claims Collections Standards (31 CFR Parts 900 through 999).

NOTICE OF REVISED PROGRAM LIMITATIONS FOR LOC NO: 85031
LOC AMENDMENT NO: 000

EFFECTIVE DATE: 09/27/2018

FOR APPORTIONMENT YEAR: 2018

VERMONT DEPT OF EDUCATION
DEPT OF EDUCATION

MONTPELIER

VT 05602-2702

TO WHOM IT MAY CONCERN:
THE ABOVE LETTER OF CREDIT, HELD IN YOUR FAVOR BY THE TREASURY REGIONAL DISBURSING OFFICE NAMED HAS BEEN REVISED TO REFLECT THE CHANGE(S) SHOWN BELOW FOR THE PROGRAM(S) INDICATED.

ACCOUNT ID	CFDA NO.	PREVIOUS LEVEL	INCREASE/DECREASE	CURRENT LEVEL
201817N760430	10.534	\$0.00	\$99,919.00	\$99,919.00
Total:		\$0.00	\$99,919.00	\$99,919.00

REMARKS:

Please note that the Financial Official (FO) assigned by the above grantee organization is responsible for maintaining valid banking information for this grant. This includes certifying that correct routing and transit numbers (ABA/RTN) and bank account numbers have been entered into the ASAP.gov payment system. The Food and Nutrition Service and the United States Treasury are not responsible for a misdirected payment in the event that the FO entered the incorrect ABA/RTN or bank account number information.

UNDER NO CIRCUMSTANCE SHALL FUNDS BE REQUESTED WHICH WOULD RESULT IN OVERDRAWING THE CURRENT AUTHORIZATION FOR ANY PROGRAM. IF A REQUEST FOR PAYMENT IS ISSUED IN AN AMOUNT IN EXCESS OF THE LIMITATION FOR THE SPECIFIC PROGRAM, YOU WILL BE FULLY RESPONSIBLE FOR SUCH EXCESS AMOUNT.

DATE: 09/27/2018

SIGNATURE OF AUTHORIZING OFFICIAL: Electronically Signed by - Mary Scott

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 01/31/2019

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. CACFP Training Grant	10.635 10.534	\$ 99,919.00	\$	\$	\$	\$ 99,919.00
2.						
3.						
4.						
5. Totals		\$ 99,919.00	\$	\$	\$	\$ 99,919.00

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SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	CACFP Training Grant	N/A	N/A	N/A	
a. Personnel	\$ 5,017.00	\$ 5,017.00	\$ 5,017.00	\$ 5,017.00	\$ 20,068.00
b. Fringe Benefits	2,032.00	2,032.00	2,032.00	2,032.00	8,128.00
c. Travel	100.00	100.00	300.00	300.00	800.00
d. Equipment					
e. Supplies			400.00	400.00	800.00
f. Contractual	2,250.00	1,875.00	2,250.00	2,250.00	8,625.00
g. Construction					
h. Other	550.00	550.00	1,650.00	1,500.00	4,250.00
i. Total Direct Charges (sum of 6a-6h)	9,949.00	9,574.00	11,649.00	11,499.00	\$ 42,671.00
j. Indirect Charges	1,990.00	1,915.00	2,330.00	2,300.00	\$ 8,535.00
k. TOTALS (sum of 6i and 6j)	\$ 11,939.00	\$ 11,489.00	\$ 13,979.00	\$ 13,799.00	\$ 51,206.00
7. Program Income	\$	\$	\$	\$	\$

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SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. CACFP Training Grant	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
9. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
10. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
11. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
12. TOTAL (sum of lines 8-11)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ <input type="text" value="51,206.00"/>	\$ <input type="text" value="11,939.00"/>	\$ <input type="text" value="11,489.00"/>	\$ <input type="text" value="13,979.00"/>	\$ <input type="text" value="13,799.00"/>
14. Non-Federal	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
15. TOTAL (sum of lines 13 and 14)	\$ <input type="text" value="51,206.00"/>	\$ <input type="text" value="11,939.00"/>	\$ <input type="text" value="11,489.00"/>	\$ <input type="text" value="13,979.00"/>	\$ <input type="text" value="13,799.00"/>
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. CACFP Training Grant	\$ <input type="text" value="51,206.00"/>	\$ <input type="text" value="48,713.00"/>	\$ <input type="text"/>	\$ <input type="text"/>	
17. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
18. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
19. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
20. TOTAL (sum of lines 16 - 19)	\$ <input type="text" value="51,206.00"/>	\$ <input type="text" value="48,713.00"/>	\$ <input type="text"/>	\$ <input type="text"/>	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges: <input type="text" value="83266.00"/>		22. Indirect Charges: <input type="text" value="16653.00"/>			
23. Remarks: <input type="text"/>					

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