

STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: James Reardon, Commissioner of Finance & Management
From: Nathan Lavery, Fiscal Analyst
Date: November 18, 2010
Subject: JFO #2466

No Joint Fiscal Committee member has requested that the following item be held for review:

JFO #2466 — \$25,000 grant from the U.S. Department of Agriculture to the Agency of Agriculture, Food and Markets. These funds will be used to develop a training program that can be used by owners and employees of slaughterhouses for purposes of helping to ensure that plant practices remain consistent with the Humane Methods of Slaughter Act and with state regulations.
[JFO received 10/14/10]

The Governor's approval may now be considered final. We ask that you inform the Secretary of Administration and your staff of this action.

cc: Roger Allbee, Secretary



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee Members
From: Nathan Lavery, Fiscal Analyst
Date: October 14, 2010
Subject: Grant Request

Enclosed please find three (3) requests that the Joint Fiscal Office has received from the administration.

JFO #2464 — \$365,000 grant from the U.S. Department of Justice to the Department of Corrections (DOC). These funds will allow DOC to develop and operate Circles of Support and Accountability (COSAs) for 24 high risk offenders reentering the community during the grant period.
[JFO received 10/07/10]

JFO #2465 — \$48,020 grant from the Commonwealth Fund to the Legislature – Health Care Reform Commission (HCRC). These funds will support health care design study by providing funding for the modeling of 1) the baseline scenario showing the impact of federal health care reform and 2) a macroeconomic impact of each design option on Vermont's economy. **Expedited review of this item has been request by HCRC. Joint Fiscal Committee members will be contacted by October 22 with a request to waive the statutory review period and accept this item.**
[JFO received 10/12/10]

JFO #2466 — \$25,000 grant from the U.S. Department of Agriculture to the Agency of Agriculture, Food and Markets. These funds will be used to develop a training program that can be used by owners and employees of slaughterhouses for purposes of helping to ensure that plant practices remain consistent with the Humane Methods of Slaughter Act and with state regulations.
[JFO received 10/14/10]

In accordance with the procedures for processing such requests, we ask you to review the enclosed and notify the Joint Fiscal Office (Nathan Lavery at 802-828-1488; nlavery@leg.state.vt.us) if you have questions or would like an item held for Joint Fiscal Committee review. Unless we hear from you to the contrary by October 29 we will assume that you agree to consider as final the Governor's acceptance of these requests.

cc: James Reardon, Commissioner
Andrew Pallito, Commissioner
James Hester, Director
Roger Allbee, Secretary

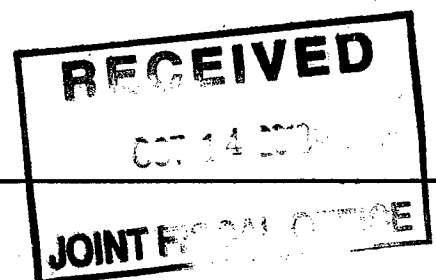
State of Vermont
 Department of Finance & Management
 109 State Street, Pavilion Building
 Montpelier, VT 05620-0401

Agency of Administration

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

STATE OF VERMONT
FINANCE & MANAGEMENT GRANT REVIEW FORM

Grant Summary:		This is a one year grant to develop a train the trainer program and consultation service for slaughterhouse employees on the humane handling of animals.			
Date:		10/6/2010			
Department:		Agency of Agriculture, Food and Markets			
Legal Title of Grant:		Non-Assistance-Cooperative Agreement #FSIS-C-35-2010/01			
Federal Catalog #:					
Grant/Donor Name and Address:		U. S. Department of Agriculture, AMS, C&A, Budget, Mailstop 0215 RM 3977-S, 1400 Independence Ave, SW, Washington DC 20250			
Grant Period:		From:	To:		
		9/30/2010	9/29/2011		
Grant/Donation		\$25,000			
	SFY 1	SFY 2	SFY 3	Total	Comments
Grant Amount:	\$25,000	\$	\$	\$25,000	
Position Information:		# Positions	Explanation/Comments		
		0			
Additional Comments:		This grant does not require any state match.			
Department of Finance & Management		10/17/10	(Initial)		
Secretary of Administration		10/6/10 TP	(Initial)		
Sent To Joint Fiscal Office		10/12/10	Date		



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

BASIC GRANT INFORMATION					
1. Agency:		Agency of Agriculture, Food & Markets			
2. Department:					
3. Program:		Assessment of "Same As" Inspection Program Requirements			
4. Legal Title of Grant:		Non-Assistance Cooperative Agreement #FSIS-C-35-2010/01			
5. Federal Catalog #:					
6. Grant/Donor Name and Address: United States Department of Agriculture AMS, C&A, Budget Mailstop 0215 RM 3977-S 1400 Independence Ave. SW Washington, DC 20250					
7. Grant Period:		From: 9/30/2010	To: 9/29/2011		
8. Purpose of Grant: Development of a train the trainer program and consultation service for Vermont slaughterhouse employees/owners on the topic of humane handling of livestock.					
9. Impact on existing program if grant is not Accepted: If the grant is not accepted, this training program and consultation service will not be developed.					
10. BUDGET INFORMATION					
	SFY 1	SFY 2	SFY 3	Comments	
Expenditures:	FY 2011	FY	FY		
Personal Services	\$25,000	\$	\$		
Operating Expenses	\$	\$	\$		
Grants	\$	\$	\$		
Total	\$25,000	\$	\$		
Revenues:					
State Funds:	\$	\$	\$		
Cash	\$	\$	\$		
In-Kind	\$	\$	\$		
Federal Funds:	\$25,000	\$	\$		
(Direct Costs)	\$	\$	\$		
(Statewide Indirect)	\$	\$	\$		
(Departmental Indirect)	\$	\$	\$		
Other Funds:	\$	\$	\$		
Grant (source)	\$	\$	\$		
Total	\$25,000	\$	\$		
Appropriation No:	2200020000	Amount:	\$25,000		
			\$		
			\$		
			\$		

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

		\$
		\$
		\$
	Total	\$

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: Diane Botkfeld Agreed by: DB (initial)
Deputy Secretary For Secretary Allbee

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: <u>Diane Botkfeld</u> <u>Diane Botkfeld</u>	Date: <u>9/30/10</u>
	Title: <u>Deputy Secretary For Secretary Allbee</u>	
	Signature: <u> </u>	Date: <u> </u>
	Title: <u> </u>	

14. SECRETARY OF ADMINISTRATION

<input checked="" type="checkbox"/> Approved:	(Secretary or designee signature) <u>Tom Kell</u>	Date: <u>10/6/10</u>
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15. ACTION BY GOVERNOR

<input checked="" type="checkbox"/> Check One Box: Accepted	(Governor's signature) <u> </u>	Date: <u> </u>
<input type="checkbox"/> Rejected		Date: <u>10/12/10</u>

16. DOCUMENTATION REQUIRED

Required GRANT Documentation

<input 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 type="checkbox"/> Notice of Award	<input type="checkbox"/> Request for Extension (if applicable)
<input type="checkbox"/> Grant Agreement	<input type="checkbox"/> Form AA-1PN attached (if applicable)
<input type="checkbox"/> Grant Budget	

End Form AA-1

REC'D OCT 04 2010



Food Safety & Consumer Protection Div
Meat Inspection Section
116 State Street
Montpelier, VT 05620
www.VermontAgriculture.com

[phone] 802-828-2426
[fax] 802-828-5983

Agency of Agriculture Food & Markets

Dear Mr. Fayne and Mr. Eckel,

September 24, 2010

This cover letter is being submitted to you in order to provide clarification on Vermont's project description relative to the *Cooperative Agreement with Vermont to Assess All Inspection Program Components to Meet "Same As" Federal Requirements*. Thank you both for taking the time to discuss this initiative during our phone call on 9/23/2010 and for answering some of the questions that we had about the terms of the agreement. We now understand from that conversation that if awarded funding, Vermont is not obligated to enroll in the Interstate Meat Shipment program as currently outlined in the proposed rule. We do feel, however, that the proposal outlined below will afford the inspected slaughter facilities in Vermont the ability to remain well-positioned to meet the growing demands of the interstate market.

Vermont proposes to use this federal funding to facilitate the development of a written, audio and/or visual train the trainer program that can be used by owners and employees of Vermont-licensed slaughterhouses for purposes of helping to ensure that plant practices remain consistent with the Humane Methods of Slaughter Act and with state regulations. Additionally, use of the funding to support consultation services for plant owners in order to allow them to customize the training modules and/or related documents to their specific needs and obligations under federal and state law will be considered.

Vermont proposes to contract with a third party entity to develop and provide these services, and discussions have begun toward that end. At this time, our preferred contractor is traveling out of the country and is not available to provide more detailed budgetary information. However, based on a review of invoices generated during previous times when the Vermont Agency of Agriculture has retained her services, it is fair to assume that the aforementioned project would obligate at least \$25,000.

We appreciate your consideration of this proposal and anticipate that it would be possible to provide you with additional budgetary information by October 15, 2010 if requested. If you have further questions regarding the content of this letter or the intent of the proposal, please do not hesitate to contact me at (802)828-2426 or via email at kristin.haas@state.vt.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Kristin M. Haas".

Kristin M. Haas, D.V.M.



BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

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.		\$	\$	\$ 25,000.00	\$	\$ 25,000.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 25,000.00	\$ 0.00	\$ 25,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) Federal	(2)	(3)	(4)	
a. Personnel	\$	\$	\$	\$	0.00
b. Fringe Benefits					0.00
c. Travel					0.00
d. Equipment					0.00
e. Supplies					0.00
f. Contractual	25,000.00				25,000.00
g. Construction					0.00
h. Other					0.00
i. Total Direct Charges (sum of 6a-6h)	25,000.00	0.00	0.00	0.00	25,000.00
j. Indirect Charges					0.00
k. TOTALS (sum of 6i and 6j)	\$ 25,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 25,000.00
7. Program Income	\$	\$	\$	\$	0.00

Authorized for Local Reproduction

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8.	\$	\$	\$	\$ 0.00	
9.				0.00	
10.				0.00	
11.				0.00	
12. TOTAL (sum of lines 8-11)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 0.00	\$	\$	\$	\$
14. Non-Federal	0.00				
15. TOTAL (sum of lines 13 and 14)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
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.	\$	\$	\$	\$	
17.					
18.					
19.					
20. TOTAL (sum of lines 16-19)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:		22. Indirect Charges:			
23. Remarks:					

ASSISTANCE AWARD/AMENDMENT

1. ASSISTANCE INSTRUMENT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT <input type="checkbox"/> GRANT		2. TYPE OF ACTION <input checked="" type="checkbox"/> AWARD <input type="checkbox"/> AMENDMENT							
3. INSTRUMENT NUMBER FSIS-C-35-2010/01	4. AMENDMENT NUMBER _____	5. EFFECTIVE DATE September 30, 2010	6. CONTROL NUMBER _____						
7. RECIPIENT NAME AND ADDRESS Vermont Agency of Agriculture, Food and Markets 116 State Street Montpelier, Vermont 05620		8. ISSUING ADMINISTRATION OFFICE USDA, AMS, C&A, BUDGET MAILSTOP 0215 RM. 3977-S, 1400 INDEPENDENCE AVE SW WASHINGTON DC 20250 SPECIALIST: JOYCE HERMAN							
9. RECIPIENT PROJECT MANAGER Dr. Kristin M. Haas		10. PROJECT OFFICER Vincent Fayne							
11. ASSISTANCE ARRANGEMENT <input checked="" type="checkbox"/> COST-REIMBURSEMENT <input type="checkbox"/> OTHER	12. PAYMENT METHOD <input checked="" type="checkbox"/> ELECTRONIC FUNDS TRANSFER	13. PAYMENT OFFICE USDA, FSIS, ASD, AAS MAIL DROP 5230 5601 SUNNYSIDE AVENUE BELTSVILLE, MD 20705-5230							
14. ASSISTANCE AMOUNT <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">PREVIOUS AMOUNT</td> <td style="border-bottom: 1px solid black; text-align: right;">\$0.00</td> </tr> <tr> <td>AMOUNT THIS ACTION</td> <td style="border-bottom: 1px solid black; text-align: right;">\$25,000.00</td> </tr> <tr> <td>TOTAL AMOUNT</td> <td style="border-bottom: 1px solid black; text-align: right;">\$25,000.00</td> </tr> </table>		PREVIOUS AMOUNT	\$0.00	AMOUNT THIS ACTION	\$25,000.00	TOTAL AMOUNT	\$25,000.00	15. ACCOUNTING AND APPROPRIATION DATA 3 1100 1 0	
PREVIOUS AMOUNT	\$0.00								
AMOUNT THIS ACTION	\$25,000.00								
TOTAL AMOUNT	\$25,000.00								

16. DESCRIPTION OF PROJECT
Assessment of "Same As" Inspection Program Requirements

This is a Non-Assistance Cooperative Agreement. This Agreement includes:

- 1) Project Description
- 2) FSIS Articles
- 3) General Provisions

*Initial expenditure of funds by the cooperator constitutes acceptance of this award.

REMARKS: Basic Audit Requirements

Under OMB Circular A-133, recipients that expend \$500,000 or more in a year in Federal funds must have an independent auditor perform a single or program-specific audit for that year.

17. RECIPIENT REQUIREMENT <input type="checkbox"/> RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO THE ISSUING ADMIN OFFICE IN BLOCK 8. <input checked="" type="checkbox"/> RECIPIENT IS NOT REQUIRED TO SIGN THIS DOCUMENT.			
18. RECIPIENT (Type name and title) Roger Allbee, Secretary of Agriculture		19. ASSISTANCE OFFICER (Type name and title) Joyce Herman, Assistance Officer	
20. SIGNATURE OF RECIPIENT _____	DATE _____	21. SIGNATURE OF ASSISTANCE OFFICER 	DATE 9-27-10



United States
Department of
Agriculture

Food Safety
and Inspection
Service

Administrative
Services
Division

September 27, 2010

Roger Allbee, Secretary of Agriculture
Vermont Agency of Agriculture,
Food and Markets
116 State Street
Montpelier, Vermont 05620

Dear Mr. Allbee:

This is your notice of award for Federal Assistance under a Non-Assistance Cooperative Agreement (#FSIS-C-35-2010/01) in the amount of \$25,000.00 for Assessment of "Same As" Inspection Program Requirements.

You are hereby authorized to proceed with the performance of the Cooperative Agreement effective September 30, 2010.

Vincent Fayne will act as the Project Officer (PO) to administer the Agreement. He will be responsible for the acceptance of all deliveries under this Agreement. His address is:

USDA, FSIS, ICAD
Vincent Fayne
Room 2175-S
1400 Independence Ave, SW
Washington, DC 20250
Telephone: 202-690-5662

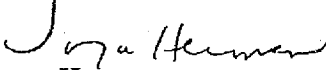
You are advised that the PO is not authorized to make any commitments or to obligate the Government in any way. Also, he is not authorized to make any changes in the basic agreement which would affect the terms and conditions. Any request of this nature shall be submitted to my attention for action. Your acceptance of any change without my written approval will be done at your own risk. Any variance from this procedure may cause you to lose the award and incur additional cost.

As the agreement proceeds, please direct all correspondence, invoices, administrative questions, performance plans, etc., to the Agreements Office at the following address:

USDA, AMS, C&A, Budget
Attn: Joyce Herman
Room 3977-S
1400 Independence Ave SW
Washington DC 20250
Telephone: 202-720-9330

If you have any questions, please call me on 202-720-9330. We look forward to working with you on this project.

Sincerely,


Joyce Herman
Cooperative Agreements Specialist

Enclosure



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Representative Carolyn Partridge
From: Nathan Lavery, Fiscal Analyst
Date: October 15, 2010
Subject: JFO #2466

Representative Michael Obuchowski asked that I forward to you a copy of the enclosed grant materials and cover memo. He requests your observations regarding the enclosed item.

cc: Rep. Michael Obuchowski

ARTICLE I - GENERAL

This Cooperative Agreement (CA) is made and entered into by the **Vermont Agency of Agriculture, Food and Markets**, hereinafter referred to as the Cooperator, and the U.S. Department of Agriculture (USDA), Food Safety and Inspection Service, hereinafter referred to as FSIS. Both parties are engaged in efforts to protect animal resources or to carry out programs or special studies to improve the safety of the nation's food supply. The Cooperator is authorized to cooperate with other privately and publicly created state, local, or national organizations, and to enter into contracts and agreements within and without the state. The cooperative effort to be conducted under this CA will be collaboratively planned and conducted. This CA is for the mutual benefit of FSIS and the Cooperator and for the benefit of the people of the United States. Therefore, in consideration of the promises and mutual covenants contained in this document and other good and valuable considerations, the parties hereby mutually agree to the following:

A. The Cooperator Agrees To:

1. Prepare, in consultation with FSIS, plans and outlines of the project to be undertaken.
2. Conduct the cooperative efforts described in the Project Description and Program Narrative.
3. Make **quarterly** reports to the Project Officer (PO) through the Cooperative Agreements Specialist (CAS) on the progress of the work and such other reports as may be mutually agreed upon, including a final progress report within 90 days of project completion which details all work done and results accomplished.
4. Provide necessary personnel, materials, available equipment, supplies, laboratory, greenhouse, office space, and facilities for research investigations as mutually agreed upon.
5. Submit **quarterly financial reports** to the CAS on Standard Form (SF) 425, Federal Financial Report, and a final report within 90 days of project completion.

B. FSIS Agrees To:

1. Assist in planning of projects and programs, analyzing data, and preparing reports based on data obtained from effort.
2. Work closely with the Cooperator in planning and conducting the effort described in the Project Description and Program Narrative.

Agreement Articles

FOOD SAFETY AND INSPECTION SERVICE

COOPERATOR: Vermont Agency of Agriculture, Food and Markets

AGREEMENT NUMBER: FSIS-C-35-2010/01 AMENDMENT NUMBER: _____

AGREEMENT PERIOD: 9/30/2010 – 9/29/2011

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ARTICLE V	- PERFORMANCE REPORTS
ARTICLE VI	- OFFICIALS

3. Partially defray the cost of the project by reimbursing the Cooperator for allowable, allocable and reasonable costs.
4. Provide the services of an FSIS representative to maintain close liaison with the Cooperator through scheduled visits and other means to evaluate progress and to assist in the planning and coordination of the effort to be undertaken.
5. Make personnel, specialized equipment, and working space available to the project as required and mutually agreed upon. All such equipment will remain the property of FSIS subject to its disposition.
6. Provide support on the following aspects of the project:
 - a. funds
 - b. equipment
 - c. training
 - d. personnel

C. It Is Mutually Understood and Agreed that:

1. The funding shown in block 14 on the Assistance Award/Amendment Form (FSIS Form 2180-1) is hereby applied under this CA to cover the anticipated costs to be reimbursed to the Cooperator for the effort as outlined in A.2, the Project Description and Program Narrative.
2. Prior to completion of the cooperative effort, the parties will review the results and determine the benefits of continuing the project. In the event the project is continued, this CA will be amended to provide for the additional efforts, obligations of the parties, and performance period.
3. No part of the funds made available by FSIS to the Cooperator shall be expended for capital improvements or travel of FSIS employees. Purchase of non-expendable equipment must have prior approval of the CAS.
4. Reimbursement to the Cooperator for tuition remission is not allowable under this Agreement.
5. The Cooperator will use its best efforts to provide performance under this CA within the assistance amount shown on the Form 2180-1 of this CA and will notify the PO when it is anticipated that performance under this CA will exceed this amount. The Cooperator is not obligated to continue performance under this CA or otherwise incur costs in excess of the assistance amount unless authorized by the CAS. Costs incurred in excess of the assistance amount shall not be reimbursed and unallowable costs will not be approved in any case.

6. Any public information concerning work carried out under this CA will describe the contributions of both parties to the research effort.
7. Any technical publication developed as a result of this CA shall be submitted by the developing party to the other for advice and comment. In event of dispute, a separate publication may be made with effective statements of acknowledgment and disclaimer.
8. FSIS participation shall be subject to passage by the Congress of the United States of an appropriation of funds for the fiscal year from which expenditures may be legally made.
9. Data which were collected, compiled, and evaluated under this CA shall be shared and mutually interchanged by the Cooperator and FSIS with the final results of this project made available to both parties.
10. In advertising, the Cooperator will not refer in any manner to the Federal Government or agencies thereof in connection with the use of the results of this research without prior specific written authorization by the CAS. Unless otherwise provided herein, information obtained as a result of this project will be made available to the public in printed or other forms by the Government at its discretion. The Cooperator will be given due credit for its cooperation in the project.
11. Cooperator employees, while engaged in work at FSIS facilities, will abide by FSIS' policies and procedures. Unless otherwise provided for herein, Cooperator employees shall not operate Government-owned vehicles without prior specific written authorization by the CAS.
12. Either party may furnish equipment and/or facilities at no cost to the other, as may be mutually agreed to between the Cooperator and the PO for successful completion of this project; however, in no manner shall FSIS be held liable for damage or loss of Cooperator's property located at FSIS facilities.
13. It is further understood that FSIS shall not be held responsible for any injury sustained or malady or death incurred by the Cooperator's personnel who occupy FSIS space; neither will FSIS be held responsible for any breakage, theft, or acts of vandalism to the Cooperator's equipment and supplies during the period of the CA. The employees of the Cooperator, while engaged in duties at FSIS, shall adhere to the hours of work, conduct and other incidental matters stated in the rules and regulations of the USDA and FSIS.

14. FSIS may technically review the work of a Cooperator's employees while at FSIS facilities when working under this CA; however, FSIS may not intervene in the employer-employee relationship between a Cooperator and its employees. In addition, FSIS may not act so as to hire or otherwise engage in the personnel management of a Cooperator's employees. This is not a personal services agreement and will not be administered as such.
15. The Cooperator shall provide and maintain the necessary types of insurances, as may be needed under this CA, including but not limited to workers' compensation, employer's liability, and comprehensive general liability in amounts sufficient to protect the Federal Government's interest in not being subject to unwarranted damage claims resulting from the Cooperator's use of FSIS facilities.
16. This CA may be amended by the CAS at any time by mutual agreement between the parties in writing. Unilateral amendments may be issued by the CAS for changes which are purely administrative in nature.
17. Correspondence and documentation regarding this Agreement should cite the agreement number. Copies of such correspondence and documentation between the Cooperator and the PO shall be sent by the originating party to the CAS.

ARTICLE II – PERIOD OF PERFORMANCE

The period of performance of this agreement shall be twelve (12) months. The effective date of this CA will be the date of award. The term of this agreement shall be for up to 5 years or as otherwise agreed by the parties. **If this agreement is for more than one year, funds will be allocated on a year-to-year basis. The Cooperator must spend funds so allocated within 12 months of such allocation.** The Cooperator will be responsible for submitting its proposal for funding each year to be negotiated by the FSIS based on the use of overall available funding for the FSIS.

ARTICLE III – PAYMENT

Payment will be made by Electronic Funds Transfer (EFT) method.

Contact the CAS for information regarding EFT.

Note: Payment of invoices for work done under CAs will be made only upon receipt of adequate reports of performance of activity included in the agreement.

1. NAME OF BANK:
2. ADDRESS:
3. MESSAGE: To ensure proper credit, please include invoice number or
Contract Number and/or Project Number
4. NAME ON THE ACCT:
- 5. ACCOUNT Number:
6. ROUTING Number:
7. CONTACT PERSON:
8. CONTACT PERSON'S E-MAIL ADDRESS:

ARTICLE IV – FINANCIAL REPORTS

The Cooperator shall submit an original SF-425, Federal Financial Report to the CAS within 30 days after the end of each quarter. Final financial reports are due 90 days after the completion of the agreement. The address is as follows:

Joyce Herman
USDA, AMS, C&A, Budget
Room 3977-S
1400 Independence Ave SW
Washington, DC 20250

ARTICLE V – PERFORMANCE REPORTS

The Cooperator shall submit quarterly performance reports of the meetings, publications, demonstrations and other activities carried out by the Cooperator to the CAS within 30 days after the end of each quarter. Final performance reports are due 90 days after the close of the agreement. The Cooperator shall submit copies of the performance report to the CAS at the address listed in Article IV.

ARTICLE VI – OFFICIALS

A. FSIS officials for this agreement are as follows:

1. The PO shall be an official at USDA who will be responsible for the technical monitoring of the stages of work and technical performance of the activities described in the Project Description and the Program Narrative.
2. The CAS is the USDA official who has full authority to negotiate, administer and execute all business matters of the agreement, including obligating funds on behalf of the government.
3. The Principal Investigator (PI) is the Cooperator's employee who is responsible for conducting the effort of the Cooperator in the accomplishment of this agreement's objectives.

B. Identification –

1. The PO is Vincent Fayne.
2. The CAS is Joyce Herman.
3. The PI is Dr. Kristin M. Haas.

END OF AGREEMENT ARTICLES

General Provisions

U.S. Department of Agriculture (USDA) Cooperative Agreement

1. Definitions	1
2. Key Personnel	1
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4. Travel	2
5. Questionnaires and Survey Plans	2
6. Advertising	2
7. Allowable Costs	2
8. Disbursing Funds	3
9. Standards of Work	3
10. Budget Modification	3
11. Reports of Work	4
12. Examination of Records by the Comptroller General or the Inspector General	5
13. Title to Equipment	5
14. Equipment Management Requirements	5
15. Officials Not to Benefit	5
16. Acknowledgement of Support and Disclaimer ..	6
17. Patents and Copyrights	6
18. Liability - Other	7
19. Debt Collection	7
20. Termination by Mutual Agreement	8
21. Suspension or Termination for Cause	8
22. Termination Review Procedures	9
23. Protection of Human Subjects	10
24. Animal Care	10
25. Safety and Health	10
26. Order of Precedence	10

1. Definitions

The following terms shall have the meaning set forth below:

- a. *Agency* – The Food Safety and Inspection Service, FSIS.
- b. *Cooperative Agreement Specialist (CAS)* – Any person authorized to enter into, administer, and terminate awards.
- c. *Cost Sharing* - Participation by the Cooperator in the cost of meeting their responsibilities under this CA.
- d. *Cooperative Agreement (CA)* - An authorized contractual arrangement between the Agency and the Cooperator whereby both parties agree to carry out agricultural marketing programs, to carry out programs to protect the Nation's animal and plant resources, or to carry out educational programs or special studies to improve the safety of the Nation's food supply.
- e. *Cooperator* – The party or parties, other than the Agency, that is part of this CA.
- f. *Project Officer (PO)* - The Agency employee, acting within the scope of delegated authority, who is responsible for participating with the Cooperator in the accomplishment of this CA's objectives and monitoring and evaluating the Cooperator's performance.
- g. *Principal Investigator (PI)* - The Cooperator's employee who is responsible for conducting the effort of the Cooperator in the accomplishment of this CA's objectives.
- h. *OMB* - Office of Management and Budget.
- i. *FAR* - Federal Acquisition Regulations.

2. Key Personnel

Written approval of the CAS is required to change the PI or to continue the research, education, or information work, without the participation of the PI, for a period in excess of three continuous months. A substantial reduction of the effort devoted to the work by the PI requires written approval of the CAS.

The PI shall obtain prior written approval of the CAS before changing the objectives of this CA, as stated in the CA, or the phenomenon or phenomena under study.

3. Subawards and Subcontracting

No contract, subcontract, grant, or other arrangement shall be made with any other party for performing all or any portion of this project, except for articles, supplies, equipment, and services which are both necessary for and merely incidental to the work required under the CA without prior written approval of the CAS.

4. Travel

a. Travel may only be performed to provide direct benefit to the research, information, or education project being supported by this CA.

b. Travel costs are limited to the extent provided by formal Cooperative travel policy. If the Cooperator has no formal travel policy, Agency travel regulations shall be applied in determining the amount of travel chargeable to this CA.

c. Surface travel or less than first-class air accommodations shall be used where and when available for travel charged to this CA.

d. United States flag air carriers must be used for foreign travel.

e. Prior CAS written approval is required for travel outside the United States, its possessions, its territories, and Canada.

f. Prior CAS written approval is required for personnel relocation.

5. Questionnaires and Survey Plans

The provisions of Title 5 of the Code of Federal Regulations, CFR, Part 1320 (5 CFR 1320), apply if this CA involves the collection of information from the public.

6. Advertising

Manufacturers, distributors, or other persons whose product has been approved by US DA for industry or other public use in connection with this CA are prohibited from use of Agency documents, or reference thereto, in their advertising literature or in any other way that indicates endorsement of the product by the USDA.

7. Allowable Costs

a. Payment up to the amount specified in this CA shall be made only for allowable, allocable, reasonable, and necessary costs in accordance with the following cost principles in effect on the date of the award:

- o For educational institutions and hospitals-OMB Circular No. A-21;

- For State and local governments-OMB Circular No. A-87;
- For nonprofit organizations-OMB Circular No. A-122; or
- For commercial firms-FAR 31.2.

b. Prior written CAS approval is required for:

- Purchase of special purpose equipment costing \$5,000 or more per item; general-purpose equipment, e.g., office machines and furnishings, air conditioning, reproduction or printing apparatus, motor vehicles, or automatic data processing equipment;
- Printing and binding as set forth in the Government Printing and Binding Regulations; and,
- Production, purchase, presentation, or distribution of audiovisual materials.

8. Disbursing Funds

Federal employees are prohibited from receiving funds of or disbursing funds of the Cooperator.

9. Standards of Work

- a. The Cooperator agrees that the performance of work or services pursuant to this CA shall conform to high professional standards.
- b. The Cooperator certifies that it is in a position to undertake, perform, and complete this CA and will diligently perform and carry out its responsibilities.

10. Budget Modification

Report any modifications of the budget and program activities as outlined in the original application. Written prior approval is necessary for:

- a. Extension of budget and or project period.
- b. Change in scope of work or objectives of the project (even if the budget does not change).
- c. Change in the Project Director (PD) or Principal Investigator (PI) or other key personnel specified in the grant application.
- d. Absence for more than 3 months or 25% reduction in time devoted to the project by the PD or PI.
- e. Foreign Travel.
- f. Transfer of Training Funds.

- g. Same rules apply to sub-grantees.

11. Reports of Work

The Cooperator is responsible for monitoring and reporting upon performance to the PO with copies to the CAS as follows;

a. *Program Progress Reports (PPR)*. Unless otherwise specified in this CA, the PPR, in an original and two copies, are due 90 calendar days after the anniversary date of the award. Subsequent reports are due quarterly thereafter during the period of this CA or any extension or renewal thereof. Such reports are to include:

- o A summary of progress, including a comparison of actual accomplishments with goal(s) established for the time period being covered and the reasons for slippage if the objectives are not met;
- o An outline of any problems encountered or the occurrence of unusual or favorable developments during the period; and
- o A brief summary of work to be accomplished during the ensuing quarterly period.

b. *Final Report*. Unless otherwise specified in this CA, the final PPR shall be due 90 calendar days following the expiration date of this CA. This report is to include appropriate identifying data and the following information:

- o A description of all work results, conclusions, and, if any, recommendation;
- o Titles of theses or dissertations resulting, if any;
- o Names of scientific or other collaborators connected with the project, including students (show title or status, e.g., associate professor, graduate student);
- o Other deliverables as given in this CA;
- o Copies of copyrighted or copyrightable materials including computer software;
- o A description of inventions resulting from the work and a statement of status concerning any protections sought;
- o A copy of any publications resulting from this CA; and,
- o Signature of PI and date.

c. Significant Developments. Events may occur between scheduled PPR dates which significantly impact the overall effort. Therefore, the Cooperator shall promptly notify the PO when the following conditions or situations surface:

1. Unanticipated delays or adverse conditions which threaten to materially impair its ability to meet the prime objective(s) of this CA. This disclosure is to include a statement of any actions taken or contemplated and any assistance needed to resolve the problem(s); or
2. Favorable developments which are expected to enable it to meet established schedules or goals sooner or at less cost than anticipated or may produce more beneficial results than originally planned.

12. Examination of Records by the Comptroller General or the Inspector General

- a. The Cooperator agrees that the Comptroller General of the United States or the USDA's Inspector General or any of their duly authorized representatives shall, until expiration of three years after final payment under the CA, have access to and the right to examine any directly pertinent books, documents, papers, and records of the recipient involving transactions under this CA.
- b. This requirement shall be passed through to lower tier subcontractors or subawards exceeding \$10,000 in value.
- c. This requirement is not applicable to foreign Cooperators.

13. Title to Equipment

As authorized by 7 USC 3318, title to expendable and nonexpendable equipment, supplies, and other tangible personal property purchased under this CA shall vest in the Cooperator from date of acquisition unless otherwise stated in this CA.

14. Equipment Management Requirements

The Cooperator's procedures for managing equipment purchased with Agency funds are to meet the following requirement: Property records are to be accurate and up-to-date; property is to be properly maintained in good working order; and, property is to be insured.

15. Officials Not to Benefit

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this CA, or to any benefit that may arise therefore; but this provision shall not be construed to extend this CA if made with a corporation for its general benefit.

16. Acknowledgement of Support and Disclaimer

a. The following acknowledgement of Agency support must appear in the publication of any copyrighted or un-copyrighted material which is based upon or developed under this CA:

"This material is based upon work supported by the USDA, FSIS, No. (recipient enters CA Number here)."

b. All materials, except scientific articles, or papers published in scientific journals, must also contain the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view(s) of the USDA."

17. Patents and Copyrights

a. Patents and Inventions. The clause found at 37 CFR Part 401.14 is incorporated into this CA by reference and is applicable to all organizations regardless of size.

Terms are defined as follows:

- (1) Contract means this CA; and
- (2) Federal Agency, Agency, or funding Federal Agency means the USDA, FSIS.

b. Communications.

The central point of contact within the USDA for communications relating to the administration of this clause is: Deputy Asst. General Counsel for Patents, Research and Operations Division, Office of General Counsel, USDA, Room 2328, South Building Washington, D.C. 20250-1400. Disclosure statements are made through the CAS.

c. Copyrights. The provisions of 7 CFR 3015.1 75(b) are incorporated by reference.

This clause shall be incorporated in all other subcontracts or sub-awards, regardless of tier, for experimental, developmental, or other research work:

All rights, title, and interests in an invention made solely by an employee of FSIS shall be owned by FSIS. Any invention made under this CA jointly by at least one employee of FSIS and at least one employee of the Cooperator shall be jointly owned. Any invention made under this CA solely by an individual employed by the Cooperator shall be owned by the Cooperator provided FSIS is granted a royalty free, nonexclusive, world-wide, irrevocable license to practice the invention for U.S. Government purposes.

18. Liability - Other

The following shall apply under this CA as applicable to the Cooperator.

a. Organizations Not Immune From Tort Liability

Organizations will provide its personnel with such liability insurance as worker's compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile injury (bodily injury and property damage) insurance, and/or such other insurances as deemed necessary by the Cooperator. The Cooperator is responsible for determining the types and amounts of insurance coverage needed to provide adequate protection for its employees, taking into account the nature and scope of the services to be performed under this CA or sub-CA or contract under this CA.

Whether or not the Cooperator provides liability coverage to its employees, it agrees to indemnify and hold harmless FSIS to the limit permitted by law or regulation, its employees and/or agents against all losses or expenses by reason of any liability imposed by law upon the Cooperator's employees or agents or acts of commission or omission resulting in personal injury, death, or damage to property in the performance of their duties under this CA.

b. State Agencies Immune From Tort Liability

Agency certifies upon signature of this CA, that it enjoys partial or total immunity from Tort Liability as a State agency and that liability insurance coverage will be obtained and maintained only to the extent deemed necessary by the Cooperator. FSIS assumes no liability to third parties nor will it reimburse the Cooperator for liability to third parties, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this CA or any sub-agreement or contract under this CA. Whether or not the Cooperator provides liability insurance to its employees, it agrees to indemnify and hold harmless the United States and its employees and agents against all losses or expenses by reason of any liability imposed upon the Cooperator's employees or agents for acts of commission or omission resulting in personal injury, death, or damage to property in the performance of their duties under this CA.

c. The Cooperator shall immediately notify the CAS and promptly furnish copies of all pertinent papers received by the Cooperator if any suit or liability action is filed or if any claim is made against it. The Cooperator shall, if required by the Federal Government, authorize Government representatives to settle or defend the claim and to represent the Cooperator in or take charge of any litigation. The Cooperator may, at its own expense, be associated with the Government representatives in any such claim or litigation.

19. Debt Collection

a. Any monies that are payable or may become payable from the United States under this CA to any person or legal entity not an agency or subdivision or a State or local

government may be subject to administrative offset for the collection of delinquent debt to the person or legal entity owner to the United States under the Federal Claims Collection Act of 1966, as amended by the Debt Collection Act of 1982 (31 USC 3701, 3711, 3716-3719); 4 CFR Part 102 and 7 CFR Part 33.

b. Information on the person's or legal entity's responsibility for a commercial debt or delinquent consumer debt owed the United States will be disclosed to consumer or commercial credit reporting agencies.

20. Termination by Mutual Agreement

a. Circumstances may arise in which either the Agency or the Cooperator wishes to terminate performance under this CA in whole or in part. If both parties agree that continuation of this CA would not produce results commensurate with further expenditure of funds or for any other valid reason, this CA may be terminated by mutual consent.

b. If the Cooperator wishes to terminate, its representative should advise the CAS in writing, with a copy to the PO. If the Agency wishes to terminate the project, the CAS will so advise the recipient with copies to the PI and the PO.

c. Within 30 days after a request from either party for termination by mutual agreement, the other party will provide an appropriate written response. The two parties shall agree upon the termination conditions, including effective date and, in the event of partial termination, the portion to be terminated. The Cooperator shall not incur new obligations for the terminated portion after the effective date of termination and shall cancel as many outstanding obligations as possible. The Agency shall allow full credit to the Cooperator for the Federal share of non-cancellable obligations properly incurred by the Cooperator prior to termination. The Cooperator shall submit a final report. In the event of disagreement between the parties, the CAS shall make a final determination, subject to the procedures described in clause 22 below.

21. Suspension or Termination for Cause

a. When it has been determined by the Agency that the Cooperator has materially failed to comply with the terms and conditions of this CA, the Agency unilaterally may suspend this CA in whole or in part; or terminate this CA in whole or in part for cause.

The Agency prefers that deficiencies be corrected whenever practicable; therefore, action to suspend or terminate a CA normally will be taken only after the Cooperator has been informed in writing of the nature of the problem, with notification that failure to correct the deficiency may result in suspension or termination of this CA.

b. However, this policy does not preclude immediate suspension or termination when such action is reasonable under the circumstances and necessary to protect the interests of the Federal Government and the public. The Cooperator will be requested to respond in

writing within 30 days of such notification, describing the action taken or the plan designed to correct the deficiency. Copies of this correspondence will be furnished to the PI and to the PO. If a satisfactory response is not received within 30 days of receipt of such a communication, the CAS may issue a notice suspending authority to further obligate funds in whole or in part. The notice of suspension will be sent by certified mail (return receipt requested) to the Cooperator, with copies to the PI and to the PO. The notice will set forth activities covered by the suspension, the effective date of suspension, and the corrective action required to be taken by the recipient to lift the suspension.

c. In the event that the cited deficiency is not corrected to the satisfaction of the Agency, the CAS may issue a notice of termination in the same manner as outlined above. The notice of termination will establish the reasons for the action and the effective date.

d. If this CA is suspended pursuant to this clause, no obligations incurred by the Cooperator during the period of suspension will be allowable until such time that the suspension is lifted.

If this CA is terminated pursuant to this clause, the Cooperator shall not incur new obligations after the effective date of the termination notice and shall cancel as many outstanding obligations as possible. The settlement of termination costs will be determined in accordance with the applicable Federal Cost Principles.

e. Within 90 days of the effective date of termination, the Cooperator shall furnish an itemized accounting of all funds expended for allowable costs prior to the effective date of termination, including the unexpended balance of funds and a final report. The Cooperator may request a review of the termination decision in accordance with procedures described in clause 22 below.

22. Termination Review Procedures

a. Any request for review of a notice of termination or settlement of a dispute should be addressed to the Division Director, ASD, Office of Management, FSIS. It must be postmarked no later than 30 days after date of receipt of such notice. The request for review must contain a full statement of the Cooperator's position, all pertinent facts relating to the case, and reasons in support of such position.

b. The Division Director, ASD, Office of Management, FSIS, will acknowledge receipt of the request for review and will appoint a Review Committee consisting of a minimum of three persons, none of whom may either be from the Agency program that is responsible for monitoring the project or from the office that is responsible for monitoring the administrative aspects of this CA. The Review Committee will request the CAS to provide copies of all pertinent background materials and documents. It may, at its discretion, invite representatives of the Cooperator and the Agency program to discuss pertinent issues and to submit any additional information that it deems necessary. The Chairperson of the Review Committee will insure that all review activities or proceedings are documented.

c. Based upon its review, the Committee will prepare and forward its recommendations to the Division Director, ASD, Office of Management, FSIS, who will advise the parties concerned of the final administrative decision.

23. Protection of Human Subjects

The Cooperator agrees to comply with the Department of Health and Human Services, DHHS regulations on the protection of human subjects as set forth in 45 CFR Part 46, and USDA requirements as set forth in 7 CFR Part 1c, Protection of Human Subjects.

24. Animal Care

The Cooperator agrees to comply with the Animal Welfare Act (P.L. 89-544, 1966, as amended, P.L. 94-279, and P.L. 99-198, 7 USC 2131 et seq.) and the regulations promulgated thereunder by the Secretary of Agriculture in 9 CFR Parts 1, 2, 3, and 4 pertaining to the care, handling, and treatment of vertebrate animals held or used for research. The Cooperator agrees to adhere to the principles enunciated in the Guide for the Care and Use of Laboratory Animals described in NIH Publication No. 86-23 (Revised, 1985), and to the USDA regulations and standards issued under the public laws stated above. In case of conflict, the higher standard shall be used.

25. Safety and Health

If FSIS personnel occupy and use facilities owned or controlled by the Cooperator pursuant to this CA then the Cooperator agrees to abide by all laws, policies, regulations, and directives governing occupational safety and health that applies to FSIS employees including, but not limited to:

- a. Occupational Safety and Health Administration Standards and Regulations,
- b. National Fire Protection Association Codes, and Environmental Protection Agency Regulations and Manuals.

26. Order of Precedence

In the event of any inconsistency between or among the various provisions of this CA, the following order of precedence applies:

- a. Project Description
- b. Articles
- c. General Provisions
- d. Application.

Memorandum

To: Toni Hartrich

From: Mary Morrison

Mary

Date: 9/30/2010

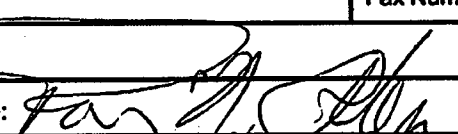
Re: AA-1

Here is an AA-1 for a new grant award from the United States Department of Agriculture. If you need more information, please let me know.

Thanks.

Application for Federal Assistance SF-424		Version 02
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		*2. Type of Application * If Revision, select appropriate letter(s) <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision *Other (Specify) _____
3. Date Received: Completed by Grants.gov upon submission		4. Applicant Identifier:
5a. Federal Entity Identifier:		*5b. Federal Award Identifier:
State Use Only:		
6. Date Received by State:		7. State Application Identifier:
8. APPLICANT INFORMATION:		
*a. Legal Name: Vermont Agency of Agriculture, Food and Markets		
*b. Employer/Taxpayer Identification Number (EIN/TIN): 03-6000264		*c. Organizational DUNS: 80 9376718
d. Address:		
*Street 1: <u>116 State St.</u>		
Street 2: _____		
*City: <u>Montpelier</u>		
County: _____		
*State: <u>VT</u>		
Province: _____		
*Country: <u>USA</u>		
*Zip / Postal Code <u>05620</u>		
e. Organizational Unit:		
Department Name:		Division Name: Food Safety and Consumer Protection
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: _____	*First Name: <u>Roger</u>	
Middle Name: _____		
*Last Name: <u>Allbee</u>		
Suffix: _____		
Title: <u>Secretary of Agriculture</u>		
Organizational Affiliation:		
*Telephone Number: 802-828-2430		Fax Number:
*Email: roger.allbee@state.vt.us		

Application for Federal Assistance SF-424	Version 02
*9. Type of Applicant 1: Select Applicant Type: A.State Government Type of Applicant 2: Select Applicant Type: Type of Applicant 3: Select Applicant Type: *Other (Specify)	
*10 Name of Federal Agency: NGMS Agency	
11. Catalog of Federal Domestic Assistance Number: _____ CFDA Title: _____	
*12 Funding Opportunity Number: <u>MBL-SF424FAMILY-ALLFORMS</u> *Title: <u>MBL-SF424Family-AllForms</u>	
13. Competition Identification Number: _____ Title: _____	
14. Areas Affected by Project (Cities, Counties, States, etc.): Vermont	
*15. Descriptive Title of Applicant's Project: Vermont Slaughterhouse Workforce Training and Consultation Project	

Application for Federal Assistance SF-424		Version 02
16. Congressional Districts Of:		
*a. Applicant: VT	*b. Program/Project: VT	
17. Proposed Project:		
*a. Start Date: 11/01/10	*b. End Date: 12/31/11	
18. Estimated Funding (\$):		
*a. Federal	_____	25000.00
*b. Applicant	_____	
*c. State	_____	
*d. Local	_____	
*e. Other	_____	
*f. Program Income	_____	
*g. TOTAL	_____	
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?		
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____		
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.		
<input type="checkbox"/> c. Program is not covered by E. O. 12372		
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)		
<input checked="" type="checkbox"/> ** I AGREE		
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions		
Authorized Representative:		
Prefix: _____	*First Name: <u>Roger</u> _____	
Middle Name: _____		
*Last Name: <u>Allbee</u> _____		
Suffix: _____		
*Title: <u>Secretary</u>		
*Telephone Number: 802-828-1619		Fax Number: 802-828-2361
* Email: roger.allbee@state.vt.us		
*Signature of Authorized Representative: 		*Date Signed: <u>9/23/10</u>

Application for Federal Assistance SF-424

Version 02

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.