



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: James Reardon, Commissioner of Finance & Management
From: Nathan Lavery, Fiscal Analyst
Date: August 18, 2008
Subject: JFO #2330

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

JFO #2330 — \$26,664 grant from the United States Department of Agriculture to the Agency of Agriculture, Food and Markets. These grant funds will cover the cost of surveillance activities and training and education related to Foreign Animal Disease and Swine Garbage Feeding programs.

[JFO received 07/17/08]

In accordance with 32 V.S.A. §5, the requisite 30 days having elapsed since this item was submitted to the Joint Fiscal Committee, 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: Linda Morse, Administrative Assistant
Roger Allbee, Secretary



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee Members
From: Nathan Lavery, Fiscal Analyst
Date: July 18, 2008
Subject: Grant Request

Enclosed please find one (1) request which the Joint Fiscal Office recently received from the Administration:

JFO #2330 — \$26,664 grant from the United States Department of Agriculture to the Agency of Agriculture, Food and Markets. These grant funds will cover the cost of surveillance activities and training and education related to Foreign Animal Disease and Swine Garbage Feeding programs.

[JFO received 07/17/08]

The Joint Fiscal Office has reviewed this submission and determined that all appropriate forms bearing the necessary approvals are in order.

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 or Stephen Klein at 802/828-5769; sklein@leg.state.vt.us) if you have questions or would like this item held for legislative review. Unless we hear from you to the contrary by August 1 we will assume that you agree to consider as final the Governor's acceptance of this request.

cc: James Reardon, Commissioner
Linda Morse, Administrative Assistant
Roger Allbee, Secretary

STATE OF VERMONT
GRANT ACCEPTANCE FORM

GRANT SUMMARY: This Cooperative Agreement with the USDA funds surveillance activities that will give the USDA specific information related to Foreign Animal Disease (FAD) and Swine Garbage Feeding Programs.

TITLE OF GRANT: Animal Health and Monitoring Surveillance Program

FEDERAL CATALOG No.: 10.125

GRANTOR / DONOR: United States Department of Agriculture
Animal and Plant Health Inspection Service
P.O. Box 787
Sutton, Massachusetts 01590-0787

DATE: 7/1/08

DEPARTMENT: Agriculture, Food and Markets

GRANT / DONATION: This Cooperative Agreement Award from the USDA will cover the costs of this monitoring program. The program will make use of existing state staff (Assistant State Veterinarian) to train and do outreach to large animal clinics across the state and the animal agriculture community as well as work related to swine surveillance and related farmer education.

AMOUNT / VALUE: \$26,664.00

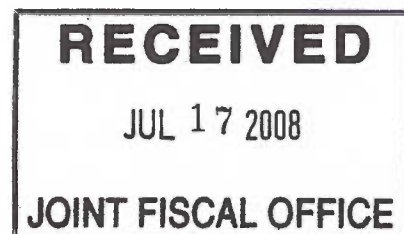
POSITIONS REQUESTED: None

GRANT PERIOD: 6/4/08 to 12/31/08

COMMENTS:

DEPARTMENT OF FINANCE AND MANAGEMENT:
SECRETARY OF ADMINISTRATION
SENT TO JOINT FISCAL OFFICE:

(INITIAL) 7/7/08
(INITIAL) JPM
DATE: _____



STATE OF VERMONT
Department of Finance and Management
MEMO

TO: Mike Smith, Secretary of Administration and Jim Reardon, Commissioner
of Finance and Management
FROM: Toni Hartrich, Budget and Management Analyst
DATE: 7/3/08
SUBJECT: Grant Acceptance Request from the Agency of Agriculture, Food and
Markets

Enclosed is the Agency of Agriculture Food and Markets request for acceptance of a grant of \$26,664.00 from The USDA- Animal and Plant Health Inspection Service to cover the cost of surveillance activities and training and education related to Foreign Animal Disease and Swine Garbage Feeding programs. There are no new positions involved with this MOU with the USDA.

I am recommending approval of this grant request.

STATE OF VERMONT
REQUEST FOR GRANT ACCEPTANCE
 (use additional sheets as needed)

FORM AA-1
 (Rev. 9-90)

1. Agency: **Vermont Agency of Agriculture, Food & Markets**
2. Department:
3. Program: **Animal Health Monitoring and Surveillance (AHMS) Program**
4. Legal Title of Grant: **Animal Health Monitoring and Surveillance
 Cooperative Agreement No. 08-9650-0898CA**
5. Federal Catalog No.: **10.125**
6. Grantor and Office Address: **United States Department of Agriculture
 Animal and Plant Health Inspection Service
 P.O. Box 787
 Sutton, MA 01590-0787**
7. Grant Period: From: **6/4/08** To: **12/31/08**
8. Purpose of Grant: **The purpose of this agreement is to conduct surveillance activities that will provide specific information to USDA which includes Foreign Animal Disease (FAD) and Swine Garbage Feeding programs.**
9. Impact on Existing Programs if Grant is not Accepted: **None**

10. Budget Information:	(1st State FY)	(2nd State FY)	(3rd State FY)
	<u>FY 2009</u>	<u>FY 2010</u>	<u>FY 2011</u>
EXPENDITURES:			
Personal Services	\$ 16,500.00	\$	\$
Operating Expenses	\$ 10,164.00	\$	\$
Grants	\$	\$	\$
TOTAL	\$ 26,664.00	\$	\$
REVENUES:			
State Funds:			
Cash	\$	\$	\$
In-Kind	\$	\$	\$
Federal Funds:			
(Direct Costs)	\$ 23,000.00	\$	\$
(Statewide Indirect)	\$	\$	\$
(Department Indirect)	\$ 3,664.00	\$	\$
Other Funds:			
(source) _____	\$	\$	\$
TOTAL	\$ 26,664.00	\$	\$

Grants will be allocated to these appropriation expenditure accounts

Appropriation Nos.
 DEPTID 2200020000
 FUND 22005
 PROGRAM 26828

Amounts
 \$26,664.00

RECEIVED
 JUL 01 2008

BY:

11. Will grant monies be spent by one or more personal service contracts?

YES

NO

If YES, signature of appointing authority here indicates intent to follow current guidelines on bidding.

X _____ (Date)

12a. Please list any requested Limited Service Positions:

Titles	Number of Positions
TOTAL	

12b. Equipment and space for these positions:

- Is presently available.
- Can be obtained with available funds

13. Signature of Appointing Authority

I certify that no funds have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant.



 (Signature)
Secretary: Agriculture, Food & Markets
 (Title)

6/26/08
(Date)

14. Action by Governor:

- Approved
- Rejected



 (Signature)

7/10/08
(Date)

15. Secretary of Administration:

- Request to JFO
- Information to JFO



 (Signature)

7/7/08
(Date)

16. Action by Joint Fiscal Committee:

(Dates)

- Request to be placed on JFC agenda
- Approved (not placed on agenda in 30 days)
- Approved by JFC
- Rejected by JFC
- Approved by Legislature

(Signature)

(Date)



June 4, 2008

United States
Department of
Agriculture

Animal and Plant
Health Inspection
Service

Veterinary Services

Eastern Region

920 Main Campus Dr.
Suite 200
Raleigh, NC 27606

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

Dr. Mike Wood
Assistant State Veterinarian
116 State Street
Montpelier, VT 05620-2901

Reference: Transmittal of Cooperative Agreement No.: 08-9650-0898CA
Cooperator: Vermont Agency of Agriculture, Food, & Markets
Program: AHMS
Federal Award Amount: \$26,664 Cooperator's Share: \$0.00
Performance Period: 06/04/08-12/31/08
Accomplishment Reports Due: Quarterly

Dear Dr. Wood

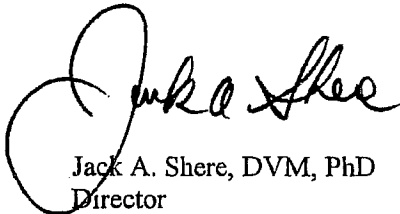
Enclosed is your fully executed copy of the Notice of Cooperative Agreement Award No. 08-9650-0898CA for the AHMS program. Expenditures are authorized for the performance period noted above. Dr. William G. Smith is appointed as the USDA APHIS VS Authorized Departmental Officer's Designated Representative (ADODR) for this agreement. You may contact Dr. Smith at the following address:

William G. Smith, AVIC
USDA APHIS VS
P.O. Box 787
Sutton, MA 01590-0787
(508) 363-3390

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

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

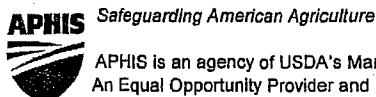
Sincerely,



Jack A. Shere, DVM, PhD
Director

Enclosures

cc:
W. Smith, AVIC, Sutton, MA



APHIS is an agency of USDA's Marketing and Regulatory Programs
An Equal Opportunity Provider and Employer

Federal Relay Service
(Voice/TTY/ASCII/Spanish)
1-800-877-8339

NOTICE OF COOPERATIVE AGREEMENT AWARD
BETWEEN THE
VERMONT AGENCY OF AGRICULTURE, FOOD AND MARKETS (COOPERATOR)
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
VETERINARY SERVICES

ARTICLE 1 - PURPOSE

The purpose of this **Agreement** is to provide Federal financial assistance to conduct surveillance activities that will provide specific information to the Cooperator, APHIS, and other interested parties for the Animal Health Monitoring and Surveillance program which includes Foreign Animal Disease (FAD) and Swine Garbage Feeding programs.

ARTICLE 2 - AUTHORITIES

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

Notwithstanding Chapter 63 of Title 31, under 7 USC 2279g, on or after February 20, 2003, APHIS is authorized to use cooperative agreements to reflect a relationship with a state or other cooperator 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.

ARTICLE 3 – MUTUAL UNDERSTANDINGS AND RESPONSIBILITIES

The cooperating parties agree to/that:

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

ARTICLE 4 – COOPERATOR RESPONSIBILITIES

The Cooperator agrees to that:

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

b. Furnish personnel, as required, to accomplish the activities outlined in the Work Plan and Financial Plan.

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

The due dates for the quarterly accomplishment reports are:

	<u>Fiscal Quarter</u>	<u>Report Due</u>
	1 January – 31 March	30 April
	1 April – 30 June	31 July
	1 July – 30 September	31 October
Final Report	1 October – 31 December	30 March (90 days after agreement expires)

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

The due dates for the quarterly financial status reports are:

	<u>Fiscal Quarter</u>	<u>Report Due</u>
	1 January – 31 March	30 April
	1 April – 30 June	31 July
	1 July – 30 September	31 October
Final Report	1 October – 31 December	30 March (90 days after agreement expires)

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

f. Submit to APHIS a properly certified Request for Advance or Reimbursement, SF-270, when requesting payment for expenditures. A payment request may be submitted quarterly or more frequently; however, advance of funds will be made by APHIS in increments as indicated under 11.j of the SF-270 to cover monthly disbursement needs.

g. Obtain a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number by calling D&B at (800) 333-0505 (most expeditious) or visiting their website at <http://www.dnb.com/us>. This requirement does not apply to individuals applying for assistance, unless it supports a business or non-profit organization they operate. Upon obtaining the DUNS number, the **Cooperator** further agrees to register in the Central Contractor Registry (CCR) by visiting their website at <http://www.ccr.gov> (most expeditious) or calling 888-227-2423. The **Cooperator** also agrees to update the CCR information as necessary and to **renew the registration annually prior to its expiration date**. This registration will provide a means to receive electronic funds transfers of all payments requested on the SF-270. **Cooperators** without accounts at financial institutions can request waivers due to hardship because of physical or geographical barrier.

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

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

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

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

l. Comply with and enforce the requirements in 7 CFR 3018.110 (d) (1) and (2) for completion of the Certification Regarding Lobbying and the SF-LLL, Disclosure of Lobbying Activities. Such certifications and disclosures apply to the **Cooperator** and any subgrants and subcontracts exceeding \$100,000.

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

n. Work with the APHIS to ensure compliance with National Institute of Standards and Technology (NIST) system requirements and APHIS' Certification and Accreditation (C&A) standards. Specifically, the **Cooperator** will comply with NIST SP 800 – 37, "Guide for the Security Certification and Accreditation of Federal Information Systems"; NIST SP 800 – 53, "Recommended Security Controls for Federal Information Systems"; APHIS C&A Manual including APHIS C&A Templates; and any other relevant NIST and APHIS guides. Refer to

the NIST website at <http://csrc.nist.gov/publications/nistpubs/index.html> to obtain copies of the NIST C&A publications.

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

p. Maintain an inventory control system of property purchased by the **Cooperator** in whole or in part with Federal funds as required in the Section entitled "Equipment" of 7 CFR 3016.32. Cooperators shall conduct a physical inventory at least every two years and make available, as requested, the required records for review by APHIS. A copy of the reconciled final inventory report will be provided to APHIS at as stated in Article 9 of this Agreement.

q. Provide an annual inventory report of any Federally-owned or Federally-leased equipment on loan to the **Cooperator**.

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

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

t. Upon submission of the final SF-269, execute a formal revision for any decrease of \$1,000 or more in the Federal funding level of the agreement as provided for in OMB Circular A-102.

u. Meet the reporting requirements of the Federal Funding Accountability and Transparency Act by providing the following information. Parent organization DUNS number; primary place of performance street address, city, county, state, country and zip code; indicate if performance is in multiple counties and/or states; and provide any comments that might be relevant. APHIS will provide a supplemental sheet for the **Cooperator's** convenience in recording this information.

ARTICLE 5 – APHIS RESPONSIBILITIES

APHIS agrees to/that:

- a. Designate in writing to the **Cooperator** APHIS' authorized representative who shall be responsible for collaboratively administering the activities conducted under this **Agreement**.
- b. Provide funds on an advance or reimbursable basis as payment of allowable, agreed-to costs incurred by the **Cooperator** in carrying out the terms of this **Agreement** in accordance with the **Work Plan and Financial Plan**.
- c. Make advance payments, if requested by the **Cooperator**, monthly and upon receipt of a properly certified Request for Advance or Reimbursement, SF270.
- d. Provide personnel and other resources to carry out its responsibilities as outlined in the **Work Plan and Financial Plan**.
- e. Assist the **Cooperator** in selecting qualified candidates to perform activities outlined in the **Work Plan and Financial Plan** and provide general program direction to employees assigned to the cooperative endeavor. However, the assigned employees will remain subject to the **Cooperator's** rules and regulations.
- f. Provide special training to carry out assignments, as mutually deemed necessary.

ARTICLE 6 – UNEMPLOYMENT COMPENSATION

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

ARTICLE 7 – CONGRESSIONAL RESTRICTION

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

ARTICLE 8 – APPLICABLE REGULATIONS

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

ARTICLE 9 – TITLE TO EQUIPMENT

APHIS reserves the right to transfer title to any equipment purchased partially or fully by the **Cooperator** under this **Agreement** with Federal funds within 120 days after the end of the Federal support of the project for which it was acquired. Upon transfer of title, the **Cooperator** will be entitled to compensation equal to its percentage of participation in the purchase of the equipment in the year purchased, applied to the fair market value in the year title is transferred.

ARTICLE 10 – PATENTS AND INVENTIONS

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

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

ARTICLE 11 – COPYRIGHTS

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

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

ARTICLE 12 – PUBLICATIONS AND AUDIOVISUALS

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

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

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

ARTICLE 13 – BUY AMERICAN ACT

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

ARTICLE 14 – FUNDING PERIOD OBLIGATIONS AND EXTENSIONS

The funding period is the period during which this **Agreement** is in effect. Any funds not obligated by the **Cooperator** during the funding period will revert to APHIS upon the expiration or termination of this funding period. Under 7 CFR 3016.30, this **Agreement** is subject to a one-time extension of up to 12 months to complete this project. The **Cooperator** must submit a written request including an SF-424, Application for Federal Assistance, to extend the duration to be received by APHIS **at least 10 days prior to the expiration of the funding period**. The SF-424 must be accompanied by a justification explaining the reason for program delays, the program impact without the extension, and the anticipated completion date. During the extension period, financial and progress reports will continue with the same frequency as provided in the original funding period. As stated in 7 CFR 3016.30, requests for extension purely to obligate funds will be denied by APHIS. All extensions must be approved, in writing, by APHIS prior to the expiration of the original funding period.

ARTICLE 15 – NON-DISCRIMINATION CLAUSE

No person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in programs or activities funded in whole or in part by the United States Department of Agriculture based on race, color, national origin, age, disability, and, where applicable, sex, religion or political beliefs. Recipients will post a non-discrimination statement in accordance with USDA Departmental Regulation 4300-003 paragraph 7.b (2) found at <http://www.ocio.usda.gov/directives/doc/DR4300-003.pdf>.

ARTICLE 16 – TRAFFICKING IN PERSONS

APHIS, as the Federal awarding agency, hereby advises the **Cooperator**, as the recipient, that they are subject to the provisions of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), as follows:

- a. **Provisions applicable to a recipient that is a private entity.**

(1) You, as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

(a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(b) Procure a commercial sex act during the period of time that the award is in effect; or

(c) Use forced labor in the performance of the award or subawards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—

(a) Is determined to have violated a prohibition in paragraph a. (1) of this award term; or

(b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. (1) of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 7 CFR 3017.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

(1) Is determined to have violated an applicable prohibition in paragraph a. (1) of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a. (1) of this award term through conduct that is either—

(a) Associated with performance under this award; or

(b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 7 CFR 3017.

c. Provisions applicable to any recipient.

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. (1) of the award term.

(2) Our right to terminate unilaterally that is described in paragraph a. (2) or b of this section:

(a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), and

(b) Is in addition to all other remedies for noncompliance that are available to use under this award.

(3) You must include the requirements of paragraph a. (1) of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

(1) "Employee" means either:

(a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(b) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third part as an in-kind contribution toward cost-sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity":

(a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(b) Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

(4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

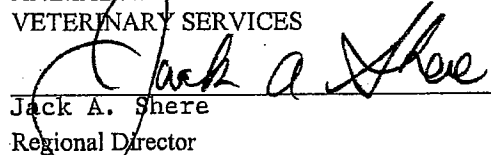
ARTICLE 17 – FUNDING/EFFECTIVE PERIOD, REVISIONS, AND TERMINATION

The Federal award for this Agreement is in the amount of \$26,664 and the Cooperator's share is \$0.00 for a total project cost of \$26,664. Cost overruns will be the sole responsibility of the Cooperator, unless additional funding is secured from APHIS prior to the expiration of the funding period. In the event that project costs are less than projected, each party will realize a percentage of the savings to be distributed based on the established ratio. This Agreement shall become effective upon date of final signature and shall continue through December 31, 2008, subject to continuation in writing by mutual agreement of the parties. Further, this Agreement may be amended at any time during the effective period by mutual agreement of the parties in writing. It may be terminated following provisions of 7 CFR 3016.

VERMONT AGENCY OF AGRICULTURE, FOOD, AND MARKETS

 _____ 5/27/08
Date

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

 _____ 06/04/08
Jack A. Shere Date
Regional Director

Budget Object Class: 2551
Accounting Code: 852-9650-810 @ \$13,664
852-9650-806 @ 13,000

Amount: \$26,664

Attachment: Work Plan and Financial Plan

DESIGNATION OF THE RECIPIENT (STATE) ORGANIZATION
AUTHORIZED REPRESENTATIVE

Designated below is the authorized representative who shall be responsible for collaboratively administering the activities conducted under this Agreement.

Name: Dr. Mike Wood

Title: Assistant State Veterinarian, Vermont Agency of Agriculture Food and Markets

Address: 116 State Street
Montpelier, VT 05620-2901

Telephone: (802) 828-2421


Designated below is the individual responsible for certifying the Financial Status Report, Standard Form 269 and the Request for Advance or Reimbursement, Standard Form 270.

Name: Mary Morrison

Title: Business Manager, Vermont Agency of Agriculture Food and Markets

Address: 116 State Street
Montpelier, VT 05620-2901

Telephone: (802) 828-3567

 5/27/08
Dr. Kristin M. Haas, Date
Director / State Veterinarian

AHMS Cooperative Agreement Work Plan
FAD and Swine Surveillance
October 11, 2007

Background

Vermont leads New England in livestock production and is working to increase that production to support the "Buy Local" efforts of the states farmers. These efforts are increasing the amount of livestock which is both coming into Vermont and going out as well. Horses have reached a population of 35,000 in Vermont. During calendar year 2006 there were 11 FAD investigations conducted in Vermont 4 of which were involving horses. The Vermont Agency of Agriculture has been involved in an ongoing effort towards preparing for disease emergencies. In continuation of our goal to be more proactive in responding to foreign animal disease (FAD) threats, we are looking to continue our efforts in training animal health staff and private Veterinarians in foreign animal disease awareness.

Work Plan

FAD Investigations:

As mentioned in the previous paragraph Vermont has had 11 FAD investigations in calendar year 2006. We cannot predict what we will have in the future, but with funding support through a cooperative agreement in place to assist in the cost of doing these investigations we can be better prepared to deal with FAD issues.

Interaction with Wildlife and Others Agencies:

We currently have ongoing projects involving both Fish and Wildlife with the captive Cervid herds and the University of Vermont with RDQMA project involving a Dairy farm. This could enhance relationships with both of these Agencies. The finding of CWD in the New York deer herd in 2005 caused an increased surveillance of the Vermont wild White-tail deer population. The monitoring of the captive herd and where they and the wild herd could interact is a common interest with Fish and Wildlife. The continued need to be on the alert to the invasion of Foot and Mouth Disease in our cloven hooved livestock is a common interest between this Agency and UVM Extension and its Livestock Specialists.

Training and Outreach:

Currently we have one FADD on staff as an Assistant State Veterinarian (currently Acting State Veterinarian) at the Vermont Agency of Agriculture. We would propose to do training and outreach for large animal clinics at various locations throughout Vermont to increase their ability to recognize FAD and other emerging disease threats. This training would be done at various locations around the State to make the training more easily accessible for the private Veterinarians. Our State Veterinarian Staff would make the arrangements for these trainings; provide the man power and the training materials needed.

In a similar scenario to that of the Veterinary Profession we would propose some similar outreach activity to the Animal Agriculture community through training sessions to co-inside with other Agricultural events around the State. Some examples of these events would be The Vermont Farm Show held each January in Barre, the Everything Equine event held at the CVE sponsored by UVM Extension, The sheep and wool festival which is an annual event.

Swine Surveillance Work Plan

Education and Outreach of Garbage Sources:

We propose to, with the use of internet and business listings, locate entities which have the potential to be a source of food waste (garbage) for swine. We will put together an informational packet aimed at educating and informing these entities about the illegal feeding of food waste to swine in the State of Vermont based on the food safety concerns of feeding garbage. In doing this way we would be going to the source of the problem. In this way we are hopefully eliminating the source of the garbage rather than just attempting to stop the farmer from feeding it. These sources may include restaurants, schools and supermarkets to name a few. To try a make contact with all of these sources would be difficult but the mailing of information to them would be an achievable goal.

Continued on-Farm Surveillance:

In addition to attempting to achieve the goal described in the previous paragraph we would propose to continue on-farm surveillance of swine farmers in Vermont. While we have established a database for swine farms within Vermont this is ongoing project that requires continuing efforts. In this light we would continuing to locate swine farms within the State and educate the owners on the illegal use of garbage a feed.

Reporting

The Cooperator agrees to submit to USDA/APHIS/VS (through their Area Veterinarian in Charge) quarterly accomplishment reports on program activities outlined in the Work Plan and Financial Plan. These reports should consist of a narrative and a data summary, and may be submitted electronically in the spreadsheet format supplied by APHIS. These reports will be used by APHIS to verify compliance with provisions of this Agreement. These reports are due no later than 30 days after the end of each Federal fiscal quarter except the final report which is due no later than 90 days after the Agreement expires or terminates.

Financial Plan FAD

FAD Investigations

Time and costs related to the investigating
FAD in Vermont and interaction with other agencies

\$3,000.00 P.S.

FAD Training

Time and related costs to the training of Large Animal
Clinics in a higher awareness of FAD's included are
Facility reservations and materials needed for 4 meetings
In different geographic areas around the State

4,000.00 O.V.

Time and related costs to the education and outreach
for Animal Agricultural Industry stakeholders at various venues
Around the State

3,500.00 P.S.

Electronics

PC/Laptop and related equipment

2,500.00 O.V.

Financial Plan Swine Surveillance

Education & Outreach of Garbage Sources

Time and related costs to locate the potential sources
of garbage produce, assemble and distribute
information to these sources

6,000.00 P.S.

On-Farm Surveillance

Time and related costs to on-farm surveillance
Visits (includes vehicle lease per 8hr day)

4,000.00 P.S.

Indirect Costs @ 15.93%

3,663.92 O.V.

Total \$26,663.92

Categories	1 st qtr	2 nd qtr	3 rd qtr	4 th qtr	Total
Equipment	625.00	625	625	625	2,500.00
Operating	5,125.00	5,125	5,125	5,125	20,500.00
Indirect	915.98	915.98	915.98	915.98	3,663.92
Total	6,665.98	6,665.98	6,665.98	6,665.98	26,663.92

Dr. Michael J. Wood, Date
State Veterinarian,
Vermont Agency of Agriculture Food & Mkts

William G. Smith, AVIC Date



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Representative David Zuckerman

From: Nathan Lavery

Date: July 18, 2008

Subject: JFO #2330 (Foreign Animal Disease and Swine Garbage Feeding grants)

Representatives Michael Obuchowski and Shap Smith asked that I forward to you a copy of the enclosed request and cover memo. They are requesting you provide them with your observations regarding the enclosed item.

cc: Rep. Michael Obuchowski
Rep. Shap Smith
Stephen Klein



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee Members
From: Nathan Lavery, Fiscal Analyst
Date: July 18, 2008
Subject: Grant Request

Enclosed please find one (1) request which the Joint Fiscal Office recently received from the Administration:

JFO #2330 — \$26,664 grant from the United States Department of Agriculture to the Agency of Agriculture, Food and Markets. These grant funds will cover the cost of surveillance activities and training and education related to Foreign Animal Disease and Swine Garbage Feeding programs.

[JFO received 07/17/08]

The Joint Fiscal Office has reviewed this submission and determined that all appropriate forms bearing the necessary approvals are in order.

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 or Stephen Klein at 802/828-5769; sklein@leg.state.vt.us) if you have questions or would like this item held for legislative review. Unless we hear from you to the contrary by August 1 we will assume that you agree to consider as final the Governor's acceptance of this request.

cc: James Reardon, Commissioner
Linda Morse, Administrative Assistant
Roger Allbee, Secretary

STATE OF VERMONT
GRANT ACCEPTANCE FORM

GRANT SUMMARY: This Cooperative Agreement with the USDA funds surveillance activities that will give the USDA specific information related to Foreign Animal Disease (FAD) and Swine Garbage Feeding Programs.

TITLE OF GRANT: Animal Health and Monitoring Surveillance Program

FEDERAL CATALOG No.: 10.125

GRANTOR / DONOR: United States Department of Agriculture
Animal and Plant Health Inspection Service
P.O. Box 787
Sutton, Massachusetts 01590-0787

DATE: 7/1/08

DEPARTMENT: Agriculture, Food and Markets

GRANT / DONATION: This Cooperative Agreement Award from the USDA will cover the costs of this monitoring program. The program will make use of existing state staff (Assistant State Veterinarian) to train and do outreach to large animal clinics across the state and the animal agriculture community as well as work related to swine surveillance and related farmer education.

AMOUNT / VALUE: \$26,664.00

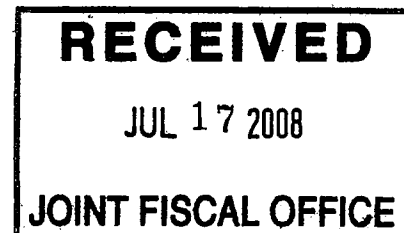
POSITIONS REQUESTED: None

GRANT PERIOD: 6/4/08 to 12/31/08


COMMENTS:

DEPARTMENT OF FINANCE AND MANAGEMENT:
SECRETARY OF ADMINISTRATION
SENT TO JOINT FISCAL OFFICE:

(INITIAL) 7/7/08
(INITIAL) HPM
DATE: _____



STATE OF VERMONT
Department of Finance and Management
MEMO

TO: Mike Smith, Secretary of Administration and Jim Reardon, Commissioner
of Finance and Management
FROM: Toni Hartrich, Budget and Management Analyst 
DATE: 7/3/08
SUBJECT: Grant Acceptance Request from the Agency of Agriculture, Food and
Markets

Enclosed is the Agency of Agriculture Food and Markets request for acceptance of a grant of \$26,664.00 from The USDA- Animal and Plant Health Inspection Service to cover the cost of surveillance activities and training and education related to Foreign Animal Disease and Swine Garbage Feeding programs. There are no new positions involved with this MOU with the USDA.

I am recommending approval of this grant request.

STATE OF VERMONT
REQUEST FOR GRANT ACCEPTANCE
 (use additional sheets as needed)

FORM AA-1
 (Rev. 9-90)

1. Agency: **Vermont Agency of Agriculture, Food & Markets**
 2. Department:
 3. Program: **Animal Health Monitoring and Surveillance (AHMS) Program**
 4. Legal Title of Grant **Animal Health Monitoring and Surveillance
 Cooperative Agreement No. 08-9650-0898CA**
 5. Federal Catalog No.: **10.125**
 6. Grantor and Office Address: **United States Department of Agriculture
 Animal and Plant Health Inspection Service
 P.O. Box 787
 Sutton, MA 01590-0787**

7. Grant Period: From: **6/4/08** To: **12/31/08**

8. Purpose of Grant: **The purpose of this agreement is to conduct surveillance activities that will provide specific information to USDA which includes Foreign Animal Disease (FAD) and Swine Garbage Feeding programs.**

9. Impact on Existing Programs if Grant is not Accepted: **None**

10. Budget Information:	(1st State FY)	(2nd State FY)	(3rd State FY)
	<u>FY 2009</u>	<u>FY 2010</u>	<u>FY 2011</u>
EXPENDITURES:			
Personal Services	\$ 16,500.00	\$	\$
Operating Expenses	\$ 10,164.00	\$	\$
Grants	\$	\$	\$
TOTAL	\$ 26,664.00	\$	\$
REVENUES:			
State Funds:			
Cash	\$	\$	\$
In-Kind	\$	\$	\$
Federal Funds:			
(Direct Costs)	\$ 23,000.00	\$	\$
(Statewide Indirect)	\$	\$	\$
(Department Indirect)	\$ 3,664.00	\$	\$
Other Funds:			
(source) _____	\$	\$	\$
TOTAL	\$ 26,664.00	\$	\$

Grants will be allocated to these appropriation expenditure accounts

Appropriation Nos.
 DEPTID 2200020000
 FUND 22005
 PROGRAM 26828

Amounts
 \$26,664.00

RECEIVED
JUL 01 2008

BY:

11. Will grant monies be spent by one or more personal service contracts?

YES

NO

If YES, signature of appointing authority here indicates intent to follow current guidelines on bidding.

X _____ (Date)

12a. Please list any requested Limited Service Positions:

Titles	Number of Positions
TOTAL	

12b. Equipment and space for these positions:

- Is presently available.
- Can be obtained with available funds

13. Signature of Appointing Authority

I certify that no funds have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant.



 (Signature)
 Secretary: Agriculture, Food & Markets
 (Title)

6/26/08
(Date)

14. Action by Governor:

- Approved
- Rejected

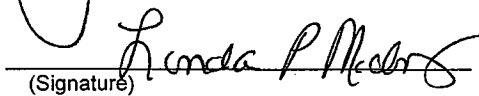


 (Signature)

7/10/08
(Date)

15. Secretary of Administration:

- Request to JFO
- Information to JFO



 (Signature)

7/7/08
(Date)

16. Action by Joint Fiscal Committee:

(Dates)

- Request to be placed on JFC agenda
- Approved (not placed on agenda in 30 days)
- Approved by JFC
- Rejected by JFC
- Approved by Legislature

(Signature)

(Date)



June 4, 2008

United States
Department of
Agriculture

Animal and Plant
Health Inspection
Service

Veterinary Services

Eastern Region

920 Main Campus Dr.
Suite 200
Raleigh, NC 27606

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

Dr. Mike Wood
Assistant State Veterinarian
116 State Street
Montpelier, VT 05620-2901

Reference: Transmittal of Cooperative Agreement No.: 08-9650-0898CA
Cooperator: Vermont Agency of Agriculture, Food, & Markets
Program: AHMS
Federal Award Amount: \$26,664 Cooperator's Share: \$0.00
Performance Period: 06/04/08-12/31/08
Accomplishment Reports Due: Quarterly

Dear Dr. Wood

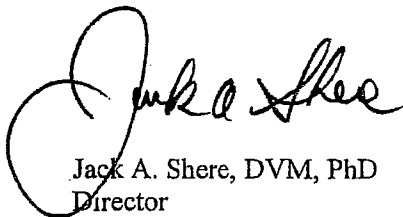
Enclosed is your fully executed copy of the Notice of Cooperative Agreement Award No. 08-9650-0898CA for the AHMS program. Expenditures are authorized for the performance period noted above. Dr. William G. Smith is appointed as the USDA APHIS VS Authorized Departmental Officer's Designated Representative (ADODR) for this agreement. You may contact Dr. Smith at the following address:

William G. Smith, AVIC
USDA APHIS VS
P.O. Box 787
Sutton, MA 01590-0787
(508) 363-3390

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

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

Sincerely,



Jack A. Shere, DVM, PhD
Director

Enclosures

cc:
W. Smith, AVIC, Sutton, MA



Safeguarding American Agriculture

APHIS is an agency of USDA's Marketing and Regulatory Programs
An Equal Opportunity Provider and Employer

Federal Relay Service
(Voice/TTY/ASCII/Spanish)
1-800-877-8339

NOTICE OF COOPERATIVE AGREEMENT AWARD
BETWEEN THE
VERMONT AGENCY OF AGRICULTURE, FOOD AND MARKETS (COOPERATOR)
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
VETERINARY SERVICES

ARTICLE 1 - PURPOSE

The purpose of this **Agreement** is to provide Federal financial assistance to conduct surveillance activities that will provide specific information to the Cooperator, APHIS, and other interested parties for the Animal Health Monitoring and Surveillance program which includes Foreign Animal Disease (FAD) and Swine Garbage Feeding programs.

ARTICLE 2 - AUTHORITIES

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

Notwithstanding Chapter 63 of Title 31, under 7 USC 2279g, on or after February 20, 2003, APHIS is authorized to use cooperative agreements to reflect a relationship with a state or other cooperator 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.

ARTICLE 3 – MUTUAL UNDERSTANDINGS AND RESPONSIBILITIES

The cooperating parties agree to/that:

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

ARTICLE 4 – COOPERATOR RESPONSIBILITIES

The Cooperator agrees to/that:

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

b. Furnish personnel, as required, to accomplish the activities outlined in the **Work Plan and Financial Plan**.

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

The due dates for the quarterly accomplishment reports are:

	<u>Fiscal Quarter</u>	<u>Report Due</u>
	1 January – 31 March	30 April
	1 April – 30 June	31 July
	1 July – 30 September	31 October
Final Report	1 October – 31 December	30 March <i>(90 days after agreement expires)</i>

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

The due dates for the quarterly financial status reports are:

	<u>Fiscal Quarter</u>	<u>Report Due</u>
	1 January – 31 March	30 April
	1 April – 30 June	31 July
	1 July – 30 September	31 October
Final Report	1 October – 31 December	30 March <i>(90 days after agreement expires)</i>

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

- f. Submit to APHIS a properly certified Request for Advance or Reimbursement, SF-270, when requesting payment for expenditures. A payment request may be submitted quarterly or more frequently; however, advance of funds will be made by APHIS in increments as indicated under 11.j of the SF-270 to cover monthly disbursement needs.
- g. Obtain a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number by calling D&B at (800) 333-0505 (most expeditious) or visiting their website at <http://www.dnb.com/us>. This requirement does not apply to individuals applying for assistance, unless it supports a business or non-profit organization they operate. Upon obtaining the DUNS number, the **Cooperator** further agrees to register in the Central Contractor Registry (CCR) by visiting their website at <http://www.ccr.gov> (most expeditious) or calling 888-227-2423. The **Cooperator** also agrees to update the CCR information as necessary and to **renew the registration annually prior to its expiration date**. This registration will provide a means to receive electronic funds transfers of all payments requested on the SF-270. **Cooperators** without accounts at financial institutions can request waivers due to hardship because of physical or geographical barrier.
- h. Electronic payments status information can be obtained by accessing the United States Treasury's Financial Management Service Payment Advice Internet Delivery (PAID) system, available at no-cost. Banking information is not available, and data is kept on-line for 60 days. To register, access the PAID web site at <http://fms.treas.gov/paid>. One of three payment options are available: (1) web access only, (2) web access and e-mail notification of when a payment has been made, and (3) web access and e-mail delivery of remittance information. **Cooperators** should contact their central finance office to determine whether registration has been accomplished for their entire agency or institution.
- i. APHIS may withhold payments called for in Article 5.b under the conditions outlined in 7 CFR 3016.21(g).
- j. Comply with 7 CFR 3017, Subpart C to ensure that any subrecipients that carry out the provisions of this **Agreement** are not debarred or suspended. Subrecipients are required to disclose if they, or any of their principals, are presently excluded or disqualified.
- k. Comply with and enforce the requirements for a drug-free workplace as mandated in 7 CFR 3021, "Governmentwide Requirements for Drug-Free Workplace".
- l. Comply with and enforce the requirements in 7 CFR 3018.110 (d) (1) and (2) for completion of the Certification Regarding Lobbying and the SF-LLL, Disclosure of Lobbying Activities. Such certifications and disclosures apply to the **Cooperator** and any subgrants and subcontracts exceeding \$100,000.
- m. When connected to the USDA, APHIS network, comply with the security guidelines as outlined in the USDA Cyber Security Manual Series 3500; including USDA Departmental Manual (DM) 3515, "Privacy Requirements", and USDA DM 3525, "USDA Internet Use and E-Mail Security". The **Cooperator** will not download any material (i.e., pictures, movies, or music files) bearing a copyright nor access any material defined as inappropriate in these regulations and directives. The **Cooperator** agrees that any of its personnel that are given access to APHIS information systems will take any APHIS required security and privacy training.
- n. Work with the APHIS to ensure compliance with National Institute of Standards and Technology (NIST) system requirements and APHIS' Certification and Accreditation (C&A) standards. Specifically, the **Cooperator** will comply with NIST SP 800 – 37, "Guide for the Security Certification and Accreditation of Federal Information Systems"; NIST SP 800 – 53, "Recommended Security Controls for Federal Information Systems"; APHIS C&A Manual including APHIS C&A Templates; and any other relevant NIST and APHIS guides. Refer to

the NIST website at <http://csrc.nist.gov/publications/nistpubs/index.html> to obtain copies of the NIST C&A publications.

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

p. Maintain an inventory control system of property purchased by the **Cooperator** in whole or in part with Federal funds as required in the Section entitled "Equipment" of 7 CFR 3016.32. **Cooperators** shall conduct a physical inventory at least every two years and make available, as requested, the required records for review by APHIS. A copy of the reconciled final inventory report will be provided to APHIS as stated in Article 9 of this Agreement.

q. Provide an annual inventory report of any Federally-owned or Federally-leased equipment on loan to the **Cooperator**.

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

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

t. Upon submission of the final SF-269, execute a formal revision for any decrease of \$1,000 or more in the Federal funding level of the agreement as provided for in OMB Circular A-102.

u. Meet the reporting requirements of the Federal Funding Accountability and Transparency Act by providing the following information. Parent organization DUNS number; primary place of performance street address, city, county, state, country and zip code; indicate if performance is in multiple counties and/or states; and provide any comments that might be relevant. APHIS will provide a supplemental sheet for the **Cooperator's** convenience in recording this information.

ARTICLE 5 – APHIS RESPONSIBILITIES

APHIS agrees to/that:

- a. Designate in writing to the **Cooperator** APHIS' authorized representative who shall be responsible for collaboratively administering the activities conducted under this **Agreement**.
- b. Provide funds on an advance or reimbursable basis as payment of allowable, agreed-to costs incurred by the **Cooperator** in carrying out the terms of this **Agreement** in accordance with the **Work Plan and Financial Plan**.
- c. Make advance payments, if requested by the **Cooperator**, monthly and upon receipt of a properly certified Request for Advance or Reimbursement, SF270.
- d. Provide personnel and other resources to carry out its responsibilities as outlined in the **Work Plan and Financial Plan**.
- e. Assist the **Cooperator** in selecting qualified candidates to perform activities outlined in the **Work Plan and Financial Plan** and provide general program direction to employees assigned to the cooperative endeavor. However, the assigned employees will remain subject to the **Cooperator's** rules and regulations.
- f. Provide special training to carry out assignments, as mutually deemed necessary.

ARTICLE 6 – UNEMPLOYMENT COMPENSATION

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

ARTICLE 7 – CONGRESSIONAL RESTRICTION

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

ARTICLE 8 – APPLICABLE REGULATIONS

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

ARTICLE 9 – TITLE TO EQUIPMENT

APHIS reserves the right to transfer title to any equipment purchased partially or fully by the **Cooperator** under this **Agreement** with Federal funds within 120 days after the end of the Federal support of the project for which it was acquired. Upon transfer of title, the **Cooperator** will be entitled to compensation equal to its percentage of participation in the purchase of the equipment in the year purchased, applied to the fair market value in the year title is transferred.

ARTICLE 10 – PATENTS AND INVENTIONS

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

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

ARTICLE 11 – COPYRIGHTS

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

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

ARTICLE 12 – PUBLICATIONS AND AUDIOVISUALS

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

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

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

ARTICLE 13 – BUY AMERICAN ACT

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

ARTICLE 14 – FUNDING PERIOD OBLIGATIONS AND EXTENSIONS

The funding period is the period during which this **Agreement** is in effect. Any funds not obligated by the **Cooperator** during the funding period will revert to APHIS upon the expiration or termination of this funding period. Under 7 CFR 3016.30, this **Agreement** is subject to a one-time extension of up to 12 months to complete this project. The **Cooperator** must submit a written request including an SF-424, Application for Federal Assistance, to extend the duration to be received by APHIS at least 10 days prior to the expiration of the funding period. The SF-424 must be accompanied by a justification explaining the reason for program delays, the program impact without the extension, and the anticipated completion date. During the extension period, financial and progress reports will continue with the same frequency as provided in the original funding period. As stated in 7 CFR 3016.30, requests for extension purely to obligate funds will be denied by APHIS. All extensions must be approved, in writing, by APHIS prior to the expiration of the original funding period.

ARTICLE 15 – NON-DISCRIMINATION CLAUSE

No person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in programs or activities funded in whole or in part by the United States Department of Agriculture based on race, color, national origin, age, disability, and, where applicable, sex, religion or political beliefs. Recipients will post a non-discrimination statement in accordance with USDA Departmental Regulation 4300-003 paragraph 7.b (2) found at <http://www.ocio.usda.gov/directives/doc/DR4300-003.pdf>.

ARTICLE 16 – TRAFFICKING IN PERSONS

APHIS, as the Federal awarding agency, hereby advises the **Cooperator**, as the recipient, that they are subject to the provisions of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), as follows:

- a. **Provisions applicable to a recipient that is a private entity.**

(1) You, as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- (a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- (b) Procure a commercial sex act during the period of time that the award is in effect; or
- (c) Use forced labor in the performance of the award or subawards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—

(a) Is determined to have violated a prohibition in paragraph a. (1) of this award term; or

(b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. (1) of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 7 CFR 3017.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

(1) Is determined to have violated an applicable prohibition in paragraph a. (1) of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a. (1) of this award term through conduct that is either—

(a) Associated with performance under this award; or

(b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 7 CFR 3017.

c. Provisions applicable to any recipient.

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. (1) of the award term.

(2) Our right to terminate unilaterally that is described in paragraph a. (2) or b of this section:

(a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), and

(b) Is in addition to all other remedies for noncompliance that are available to use under this award.

(3) You must include the requirements of paragraph a. (1) of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

(1) "Employee" means either:

(a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(b) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third part as an in-kind contribution toward cost sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity":

(a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(b) Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

(4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

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

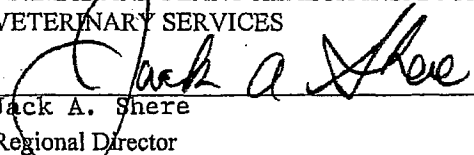
The Federal award for this Agreement is in the amount of \$26,664 and the Cooperator's share is \$0.00 for a total project cost of \$26,664. Cost overruns will be the sole responsibility of the Cooperator, unless additional funding is secured from APHIS prior to the expiration of the funding period. In the event that project costs are less than projected, each party will realize a percentage of the savings to be distributed based on the established ratio. This Agreement shall become effective upon date of final signature and shall continue through December 31, 2008, subject to continuation in writing by mutual agreement of the parties. Further, this Agreement may be amended at any time during the effective period by mutual agreement of the parties in writing. It may be terminated following provisions of 7 CFR 3016.

VERMONT AGENCY OF AGRICULTURE, FOOD, AND MARKETS



Date 5/27/08

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



Jack A. Shere 06/04/08
Regional Director Date

Budget Object Class: 2551
Accounting Code: 852-9650-810 @ \$13,664
852-9650-806 @ 13,000

Amount: \$26,664

Attachment: Work Plan and Financial Plan

DESIGNATION OF THE RECIPIENT (STATE) ORGANIZATION
AUTHORIZED REPRESENTATIVE

Designated below is the authorized representative who shall be responsible for collaboratively administering the activities conducted under this Agreement.

Name: Dr. Mike Wood

Title: Assistant State Veterinarian, Vermont Agency of Agriculture Food and Markets

Address: 116 State Street
Montpelier, VT 05620-2901

Telephone: (802) 828-2421


Designated below is the individual responsible for certifying the Financial Status Report, Standard Form 269 and the Request for Advance or Reimbursement, Standard Form 270.

Name: Mary Morrison

Title: Business Manager, Vermont Agency of Agriculture Food and Markets

Address: 116 State Street
Montpelier, VT 05620-2901

Telephone: (802) 828-3567

 5/27/08

Dr. Kristin M. Haas, Date
Director / State Veterinarian

AHMS Cooperative Agreement Work Plan
FAD and Swine Surveillance
October 11, 2007

Background

Vermont leads New England in livestock production and is working to increase that production to support the "Buy Local" efforts of the states farmers. These efforts are increasing the amount of livestock which is both coming into Vermont and going out as well. Horses have reached a population of 35,000 in Vermont. During calendar year 2006 there were 11 FAD investigations conducted in Vermont 4 of which were involving horses. The Vermont Agency of Agriculture has been involved in an ongoing effort towards preparing for disease emergencies. In continuation of our goal to be more proactive in responding to foreign animal disease (FAD) threats, we are looking to continue our efforts in training animal health staff and private Veterinarians in foreign animal disease awareness.

Work Plan

FAD Investigations:

As mentioned in the previous paragraph Vermont has had 11 FAD investigations in calendar year 2006. We cannot predict what we will have in the future, but with funding support through a cooperative agreement in place to assist in the cost of doing these investigations we can be better prepared to deal with FAD issues.

Interaction with Wildlife and Others Agencies:

We currently have ongoing projects involving both Fish and Wildlife with the captive Cervid herds and the University of Vermont with RDQMA project involving a Dairy farm. This could enhance relationships with both of these Agencies. The finding of CWD in the New York deer herd in 2005 caused an increased surveillance of the Vermont wild White-tail deer population. The monitoring of the captive herd and where they and the wild herd could interact is a common interest with Fish and Wildlife. The continued need to be on the alert to the invasion of Foot and Mouth Disease in our cloven hooved livestock is a common interest between this Agency and UVM Extension and its Livestock Specialists.

Training and Outreach:

Currently we have one FADD on staff as an Assistant State Veterinarian (currently Acting State Veterinarian) at the Vermont Agency of Agriculture. We would propose to do training and outreach for large animal clinics at various locations throughout Vermont to increase their ability to recognize FAD and other emerging disease threats. This training would be done at various locations around the State to make the training more easily accessible for the private Veterinarians. Our State Veterinarian Staff would make the arrangements for these trainings; provide the man power and the training materials needed.

In a similar scenario to that of the Veterinary Profession we would propose some similar outreach activity to the Animal Agriculture community through training sessions to co-inside with other Agricultural events around the State. Some examples of these events would be The Vermont Farm Show held each January in Barre, the Everything Equine event held at the CVE sponsored by UVM Extension, The sheep and wool festival which is an annual event.

Swine Surveillance Work Plan

Education and Outreach of Garbage Sources:

We propose to, with the use of internet and business listings, locate entities which have the potential to be a source of food waste (garbage) for swine. We will put together an informational packet aimed at educating and informing these entities about the illegal feeding of food waste to swine in the State of Vermont based on the food safety concerns of feeding garbage. In doing this way we would be going to the source of the problem. In this way we are hopefully eliminating the source of the garbage rather than just attempting to stop the farmer from feeding it. These sources may include restaurants, schools and supermarkets to name a few. To try a make contact with all of these sources would be difficult but the mailing of information to them would be an achievable goal.

Continued on-Farm Surveillance:

In addition to attempting to achieve the goal described in the previous paragraph we would propose to continue on-farm surveillance of swine farmers in Vermont. While we have established a database for swine farms within Vermont this is ongoing project that requires continuing efforts. In this light we would continuing to locate swine farms within the State and educate the owners on the illegal use of garbage a feed.

Reporting

The Cooperator agrees to submit to USDA/APHIS/VS (through their Area Veterinarian in Charge) quarterly accomplishment reports on program activities outlined in the Work Plan and Financial Plan. These reports should consist of a narrative and a data summary, and may be submitted electronically in the spreadsheet format supplied by APHIS. These reports will be used by APHIS to verify compliance with provisions of this Agreement. These reports are due no later than 30 days after the end of each Federal fiscal quarter except the final report which is due no later than 90 days after the Agreement expires or terminates.

Financial Plan FAD

FAD Investigations

Time and costs related to the investigating
FAD in Vermont and interaction with other agencies

\$3,000.00 P.S.

FAD Training

Time and related costs to the training of Large Animal
Clinics in a higher awareness of FAD's included are
Facility reservations and materials needed for 4 meetings
In different geographic areas around the State

4,000.00 O.V.

Time and related costs to the education and outreach
for Animal Agricultural Industry stakeholders at various venues
Around the State

3,500.00 P.S.

Electronics

PC/Laptop and related equipment

2,500.00 O.V.

Financial Plan Swine Surveillance

Education & Outreach of Garbage Sources

Time and related costs to locate the potential sources
of garbage produce, assemble and distribute
information to these sources

6,000.00 P.S.

On-Farm Surveillance

Time and related costs to on-farm surveillance
Visits (includes vehicle lease per 8hr day)

4,000.00 P.S.

Indirect Costs @ 15.93%

3,663.92 O.V.

Total

\$26,663.92

Categories	1 st qtr	2 nd qtr	3 rd qtr	4 th qtr	Total
Equipment	625.00	625	625	625	2,500.00
Operating	5,125.00	5,125	5,125	5,125	20,500.00
Indirect	915.98	915.98	915.98	915.98	3,663.92
Total	6,665.98	6,665.98	6,665.98	6,665.98	26,663.92

Dr. Michael J. Wood, Date
State Veterinarian,
Vermont Agency of Agriculture Food & Mkts

William G. Smith, AVIC Date

STATE OF VERMONT
GRANT ACCEPTANCE FORM

GRANT SUMMARY: This Cooperative Agreement with the USDA funds surveillance activities that will give the USDA specific information related to Foreign Animal Disease (FAD) and Swine Garbage Feeding Programs.

TITLE OF GRANT: Animal Health and Monitoring Surveillance Program

FEDERAL CATALOG No.: 10.125

GRANTOR / DONOR: United States Department of Agriculture
Animal and Plant Health Inspection Service
P.O. Box 787
Sutton, Massachusetts 01590-0787

DATE: 7/1/08

DEPARTMENT: Agriculture, Food and Markets

GRANT / DONATION: This Cooperative Agreement Award from the USDA will cover the costs of this monitoring program. The program will make use of existing state staff (Assistant State Veterinarian) to train and do outreach to large animal clinics across the state and the animal agriculture community as well as work related to swine surveillance and related farmer education.

AMOUNT / VALUE: \$26,664.00

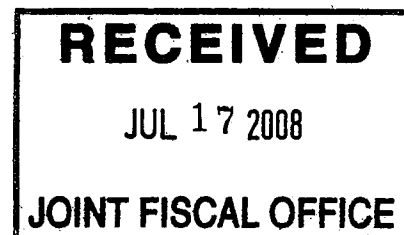
POSITIONS REQUESTED: None

GRANT PERIOD: 6/4/08 to 12/31/08


COMMENTS:

DEPARTMENT OF FINANCE AND MANAGEMENT:
SECRETARY OF ADMINISTRATION
SENT TO JOINT FISCAL OFFICE:

(INITIAL) 7/7/08
(INITIAL) JPM
DATE: _____



STATE OF VERMONT
Department of Finance and Management
MEMO

TO: Mike Smith, Secretary of Administration and Jim Reardon, Commissioner
of Finance and Management
FROM: Toni Hartrich, Budget and Management Analyst 
DATE: 7/3/08
SUBJECT: Grant Acceptance Request from the Agency of Agriculture, Food and
Markets

Enclosed is the Agency of Agriculture Food and Markets request for acceptance of a grant of \$26,664.00 from The USDA- Animal and Plant Health Inspection Service to cover the cost of surveillance activities and training and education related to Foreign Animal Disease and Swine Garbage Feeding programs. There are no new positions involved with this MOU with the USDA.

I am recommending approval of this grant request.

STATE OF VERMONT
REQUEST FOR GRANT ACCEPTANCE
 (use additional sheets as needed)

FORM AA-1
 (Rev. 9-90)

1. Agency: Vermont Agency of Agriculture, Food & Markets
 2. Department:
 3. Program: Animal Health Monitoring and Surveillance (AHMS) Program
 4. Legal Title of Grant: Animal Health Monitoring and Surveillance
 Cooperative Agreement No. 08-9650-0898CA
 5. Federal Catalog No.: 10.125
 6. Grantor and Office Address: United States Department of Agriculture
 Animal and Plant Health Inspection Service
 P.O. Box 787
 Sutton, MA 01590-0787

7. Grant Period: From: 6/4/08 To: 12/31/08

8. Purpose of Grant: The purpose of this agreement is to conduct surveillance activities that will provide specific information to USDA which includes Foreign Animal Disease (FAD) and Swine Garbage Feeding programs.

9. Impact on Existing Programs if Grant is not Accepted: None

10. Budget Information:	(1st State FY)	(2nd State FY)	(3rd State FY)
	<u>FY 2009</u>	<u>FY 2010</u>	<u>FY 2011</u>
EXPENDITURES:			
Personal Services	\$ 16,500.00	\$	\$
Operating Expenses	\$ 10,164.00	\$	\$
Grants	\$	\$	\$
TOTAL	\$ 26,664.00	\$	\$
REVENUES:			
State Funds:			
Cash	\$	\$	\$
In-Kind	\$	\$	\$
Federal Funds:			
(Direct Costs)	\$ 23,000.00	\$	\$
(Statewide Indirect)	\$	\$	\$
(Department Indirect)	\$ 3,664.00	\$	\$
Other Funds:			
(source) _____	\$	\$	\$
TOTAL	\$ 26,664.00	\$	\$

Grants will be allocated to these appropriation expenditure accounts

Appropriation Nos.
 DEPTID 2200020000
 FUND 22005
 PROGRAM 26828

Amounts
 \$26,664.00

RECEIVED
 JUL 01 2008

BY:.....

11. Will grant monies be spent by one or more personal service contracts?

YES

NO

If YES, signature of appointing authority here indicates intent to follow current guidelines on bidding.

X _____ (Date)

12a. Please list any requested Limited Service Positions:

Titles	Number of Positions
TOTAL	

12b. Equipment and space for these positions:

- Is presently available.
- Can be obtained with available funds

13. Signature of Appointing Authority

I certify that no funds have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant.

David Lane for Roger Allbee
 (Signature)
Secretary: Agriculture, Food & Markets
 (Title)

6/26/08
 (Date)

14. Action by Governor:

- Approved
- Rejected

[Signature]
 (Signature)

7/10/08
 (Date)

15. Secretary of Administration:

- Request to JFO
- Information to JFO

[Signature]
 (Signature)

7/7/08
 (Date)

16. Action by Joint Fiscal Committee: (Dates)

- Request to be placed on JFC agenda
- Approved (not placed on agenda in 30 days)
- Approved by JFC
- Rejected by JFC
- Approved by Legislature

 (Signature)

(Date)



June 4, 2008

United States
Department of
Agriculture

Animal and Plant
Health Inspection
Service

Veterinary Services

Eastern Region

920 Main Campus Dr.
Suite 200
Raleigh, NC 27606

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

Dr. Mike Wood
Assistant State Veterinarian
116 State Street
Montpelier, VT 05620-2901

Reference: Transmittal of Cooperative Agreement No.: 08-9650-0898CA
Cooperator: Vermont Agency of Agriculture, Food, & Markets
Program: AHMS
Federal Award Amount: \$26,664 Cooperator's Share: \$0.00
Performance Period: 06/04/08-12/31/08
Accomplishment Reports Due: Quarterly

Dear Dr. Wood

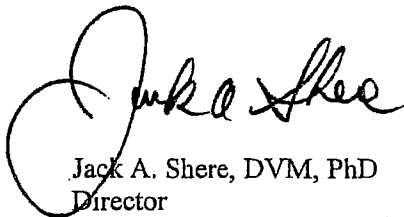
Enclosed is your fully executed copy of the Notice of Cooperative Agreement Award No. 08-9650-0898CA for the AHMS program. Expenditures are authorized for the performance period noted above. Dr. William G. Smith is appointed as the USDA APHIS VS Authorized Departmental Officer's Designated Representative (ADODR) for this agreement. You may contact Dr. Smith at the following address:

William G. Smith, AVIC
USDA APHIS VS
P.O. Box 787
Sutton, MA 01590-0787
(508) 363-3390

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

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

Sincerely,



Jack A. Shere, DVM, PhD
Director

Enclosures

cc:
W. Smith, AVIC, Sutton, MA



Safeguarding American Agriculture

APHIS is an agency of USDA's Marketing and Regulatory Programs
An Equal Opportunity Provider and Employer

Federal Relay Service
(Voice/TTY/ASCII/Spanish)
1-800-877-8339

NOTICE OF COOPERATIVE AGREEMENT AWARD
BETWEEN THE
VERMONT AGENCY OF AGRICULTURE, FOOD AND MARKETS (COOPERATOR)
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
VETERINARY SERVICES

ARTICLE 1 - PURPOSE

The purpose of this **Agreement** is to provide Federal financial assistance to conduct surveillance activities that will provide specific information to the Cooperator, APHIS, and other interested parties for the Animal Health Monitoring and Surveillance program which includes Foreign Animal Disease (FAD) and Swine Garbage Feeding programs.

ARTICLE 2 - AUTHORITIES

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

Notwithstanding Chapter 63 of Title 31, under 7 USC 2279g, on or after February 20, 2003, APHIS is authorized to use cooperative agreements to reflect a relationship with a state or other cooperator 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.

ARTICLE 3 – MUTUAL UNDERSTANDINGS AND RESPONSIBILITIES

The cooperating parties agree to/that:

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

ARTICLE 4 – COOPERATOR RESPONSIBILITIES

The Cooperator agrees to/that:

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

b. Furnish personnel, as required, to accomplish the activities outlined in the **Work Plan and Financial Plan**.

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

The due dates for the quarterly accomplishment reports are:

	<u>Fiscal Quarter</u>	<u>Report Due</u>
	1 January – 31 March	30 April
	1 April – 30 June	31 July
	1 July – 30 September	31 October
Final Report	1 October – 31 December	30 March <i>(90 days after agreement expires)</i>

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

The due dates for the quarterly financial status reports are:

	<u>Fiscal Quarter</u>	<u>Report Due</u>
	1 January – 31 March	30 April
	1 April – 30 June	31 July
	1 July – 30 September	31 October
Final Report	1 October – 31 December	30 March <i>(90 days after agreement expires)</i>

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

f. Submit to APHIS a properly certified Request for Advance or Reimbursement, SF-270, when requesting payment for expenditures. A payment request may be submitted quarterly or more frequently; however, advance of funds will be made by APHIS in increments as indicated under 11.j of the SF-270 to cover monthly disbursement needs.

g. Obtain a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number by calling D&B at (800) 333-0505 (most expeditious) or visiting their website at <http://www.dnb.com/us>. This requirement does not apply to individuals applying for assistance, unless it supports a business or non-profit organization they operate. Upon obtaining the DUNS number, the **Cooperator** further agrees to register in the Central Contractor Registry (CCR) by visiting their website at <http://www.ccr.gov> (most expeditious) or calling 888-227-2423. The **Cooperator** also agrees to update the CCR information as necessary and to **renew the registration annually prior to its expiration date**. This registration will provide a means to receive electronic funds transfers of all payments requested on the SF-270. **Cooperators** without accounts at financial institutions can request waivers due to hardship because of physical or geographical barrier.

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

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

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

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

l. Comply with and enforce the requirements in 7 CFR 3018.110 (d) (1) and (2) for completion of the Certification Regarding Lobbying and the SF-LLL, Disclosure of Lobbying Activities. Such certifications and disclosures apply to the **Cooperator** and any subgrants and subcontracts exceeding \$100,000.

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

n. Work with the APHIS to ensure compliance with National Institute of Standards and Technology (NIST) system requirements and APHIS' Certification and Accreditation (C&A) standards. Specifically, the **Cooperator** will comply with NIST SP 800 – 37, "Guide for the Security Certification and Accreditation of Federal Information Systems"; NIST SP 800 – 53, "Recommended Security Controls for Federal Information Systems"; APHIS C&A Manual including APHIS C&A Templates; and any other relevant NIST and APHIS guides. Refer to

the NIST website at <http://csrc.nist.gov/publications/nistpubs/index.html> to obtain copies of the NIST C&A publications.

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

p. Maintain an inventory control system of property purchased by the **Cooperator** in whole or in part with Federal funds as required in the Section entitled "Equipment" of 7 CFR 3016.32. **Cooperators** shall conduct a physical inventory at least every two years and make available, as requested, the required records for review by APHIS. A copy of the reconciled final inventory report will be provided to APHIS as stated in Article 9 of this Agreement.

q. Provide an annual inventory report of any Federally-owned or Federally-leased equipment on loan to the **Cooperator**.

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

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

t. Upon submission of the final SF-269, execute a formal revision for any decrease of \$1,000 or more in the Federal funding level of the agreement as provided for in OMB Circular A-102.

u. Meet the reporting requirements of the Federal Funding Accountability and Transparency Act by providing the following information. Parent organization DUNS number; primary place of performance street address, city, county, state, country and zip code; indicate if performance is in multiple counties and/or states; and provide any comments that might be relevant. APHIS will provide a supplemental sheet for the **Cooperator's** convenience in recording this information.

ARTICLE 5 – APHIS RESPONSIBILITIES

APHIS agrees to that:

- a. Designate in writing to the **Cooperator** APHIS' authorized representative who shall be responsible for collaboratively administering the activities conducted under this **Agreement**.
- b. Provide funds on an advance or reimbursable basis as payment of allowable, agreed-to costs incurred by the **Cooperator** in carrying out the terms of this **Agreement** in accordance with the **Work Plan and Financial Plan**.
- c. Make advance payments, if requested by the **Cooperator**, monthly and upon receipt of a properly certified Request for Advance or Reimbursement, SF270.
- d. Provide personnel and other resources to carry out its responsibilities as outlined in the **Work Plan and Financial Plan**.
- e. Assist the **Cooperator** in selecting qualified candidates to perform activities outlined in the **Work Plan and Financial Plan** and provide general program direction to employees assigned to the cooperative endeavor. However, the assigned employees will remain subject to the **Cooperator's** rules and regulations.
- f. Provide special training to carry out assignments, as mutually deemed necessary.

ARTICLE 6 – UNEMPLOYMENT COMPENSATION

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

ARTICLE 7 – CONGRESSIONAL RESTRICTION

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

ARTICLE 8 – APPLICABLE REGULATIONS

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

ARTICLE 9 – TITLE TO EQUIPMENT

APHIS reserves the right to transfer title to any equipment purchased partially or fully by the **Cooperator** under this **Agreement** with Federal funds within 120 days after the end of the Federal support of the project for which it was acquired. Upon transfer of title, the **Cooperator** will be entitled to compensation equal to its percentage of participation in the purchase of the equipment in the year purchased, applied to the fair market value in the year title is transferred.

ARTICLE 10 – PATENTS AND INVENTIONS

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

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

ARTICLE 11 – COPYRIGHTS

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

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

ARTICLE 12 – PUBLICATIONS AND AUDIOVISUALS

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

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

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

ARTICLE 13 – BUY AMERICAN ACT

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

ARTICLE 14 – FUNDING PERIOD OBLIGATIONS AND EXTENSIONS

The funding period is the period during which this **Agreement** is in effect. Any funds not obligated by the **Cooperator** during the funding period will revert to APHIS upon the expiration or termination of this funding period. Under 7 CFR 3016.30, this **Agreement** is subject to a one-time extension of up to 12 months to complete this project. The **Cooperator** must submit a written request including an SF-424, Application for Federal Assistance, to extend the duration to be received by APHIS at least 10 days prior to the expiration of the funding period. The SF-424 must be accompanied by a justification explaining the reason for program delays, the program impact without the extension, and the anticipated completion date. During the extension period, financial and progress reports will continue with the same frequency as provided in the original funding period. As stated in 7 CFR 3016.30, requests for extension purely to obligate funds will be denied by APHIS. All extensions must be approved, in writing, by APHIS prior to the expiration of the original funding period.

ARTICLE 15 – NON-DISCRIMINATION CLAUSE

No person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in programs or activities funded in whole or in part by the United States Department of Agriculture based on race, color, national origin, age, disability, and, where applicable, sex, religion or political beliefs. Recipients will post a non-discrimination statement in accordance with USDA Departmental Regulation 4300-003 paragraph 7.b (2) found at <http://www.ocio.usda.gov/directives/doc/DR4300-003.pdf>.

ARTICLE 16 – TRAFFICKING IN PERSONS

APHIS, as the Federal awarding agency, hereby advises the **Cooperator**, as the recipient, that they are subject to the provisions of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), as follows:

- a. **Provisions applicable to a recipient that is a private entity.**

(1) You, as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- (a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- (b) Procure a commercial sex act during the period of time that the award is in effect; or
- (c) Use forced labor in the performance of the award or subawards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—

(a) Is determined to have violated a prohibition in paragraph a. (1) of this award term; or

(b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. (1) of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 7 CFR 3017.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

(1) Is determined to have violated an applicable prohibition in paragraph a. (1) of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a. (1) of this award term through conduct that is either—

(a) Associated with performance under this award; or

(b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 7 CFR 3017.

c. Provisions applicable to any recipient.

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. (1) of the award term.

(2) Our right to terminate unilaterally that is described in paragraph a. (2) or b of this section:

(a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), and

(b) Is in addition to all other remedies for noncompliance that are available to use under this award.

(3) You must include the requirements of paragraph a. (1) of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

(1) "Employee" means either:

(a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(b) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost-sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity":

(a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(b) Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

(4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

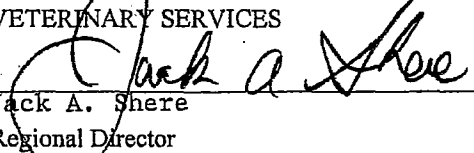
ARTICLE 17 – FUNDING/EFFECTIVE PERIOD, REVISIONS, AND TERMINATION

The Federal award for this Agreement is in the amount of \$26,664 and the Cooperator's share is \$0.00 for a total project cost of \$26,664. Cost overruns will be the sole responsibility of the Cooperator, unless additional funding is secured from APHIS prior to the expiration of the funding period. In the event that project costs are less than projected, each party will realize a percentage of the savings to be distributed based on the established ratio. This Agreement shall become effective upon date of final signature and shall continue through December 31, 2008, subject to continuation in writing by mutual agreement of the parties. Further, this Agreement may be amended at any time during the effective period by mutual agreement of the parties in writing. It may be terminated following provisions of 7 CFR 3016.

VERMONT AGENCY OF AGRICULTURE, FOOD, AND MARKETS


Date 5/27/08

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


Date 06/04/08
Jack A. Shere
Regional Director

Budget Object Class: 2551
Accounting Code: 852-9650-810 @ \$13,664
852-9650-806 @ 13,000

Amount: \$26,664

Attachment: Work Plan and Financial Plan

DESIGNATION OF THE RECIPIENT (STATE) ORGANIZATION
AUTHORIZED REPRESENTATIVE

Designated below is the authorized representative who shall be responsible for collaboratively administering the activities conducted under this Agreement.

Name: Dr. Mike Wood

Title: Assistant State Veterinarian, Vermont Agency of Agriculture Food and Markets

Address: 116 State Street
Montpelier, VT 05620-2901

Telephone: (802) 828-2421


Designated below is the individual responsible for certifying the Financial Status Report, Standard Form 269 and the Request for Advance or Reimbursement, Standard Form 270.

Name: Mary Morrison

Title: Business Manager, Vermont Agency of Agriculture Food and Markets

Address: 116 State Street
Montpelier, VT 05620-2901

Telephone: (802) 828-3567



Dr. Kristin M. Haas, Date
Director / State Veterinarian

AHMS Cooperative Agreement Work Plan
FAD and Swine Surveillance
October 11, 2007

Background

Vermont leads New England in livestock production and is working to increase that production to support the "Buy Local" efforts of the states farmers. These efforts are increasing the amount of livestock which is both coming into Vermont and going out as well. Horses have reached a population of 35,000 in Vermont. During calendar year 2006 there were 11 FAD investigations conducted in Vermont 4 of which were involving horses. The Vermont Agency of Agriculture has been involved in an ongoing effort towards preparing for disease emergencies. In continuation of our goal to be more proactive in responding to foreign animal disease (FAD) threats, we are looking to continue our efforts in training animal health staff and private Veterinarians in foreign animal disease awareness.

Work Plan

FAD Investigations:

As mentioned in the previous paragraph Vermont has had 11 FAD investigations in calendar year 2006. We cannot predict what we will have in the future, but with funding support through a cooperative agreement in place to assist in the cost of doing these investigations we can be better prepared to deal with FAD issues.

Interaction with Wildlife and Others Agencies:

We currently have ongoing projects involving both Fish and Wildlife with the captive Cervid herds and the University of Vermont with RDQMA project involving a Dairy farm. This could enhance relationships with both of these Agencies. The finding of CWD in the New York deer herd in 2005 caused an increased surveillance of the Vermont wild White-tail deer population. The monitoring of the captive herd and where they and the wild herd could interact is a common interest with Fish and Wildlife. The continued need to be on the alert to the invasion of Foot and Mouth Disease in our cloven hooved livestock is a common interest between this Agency and UVM Extension and its Livestock Specialists.

Training and Outreach:

Currently we have one FADD on staff as an Assistant State Veterinarian (currently Acting State Veterinarian) at the Vermont Agency of Agriculture. We would propose to do training and outreach for large animal clinics at various locations throughout Vermont to increase their ability to recognize FAD and other emerging disease threats. This training would be done at various locations around the State to make the training more easily accessible for the private Veterinarians. Our State Veterinarian Staff would make the arrangements for these trainings; provide the man power and the training materials needed.

In a similar scenario to that of the Veterinary Profession we would propose some similar outreach activity to the Animal Agriculture community through training sessions to co-inside with other Agricultural events around the State. Some examples of these events would be The Vermont Farm Show held each January in Barre, the Everything Equine event held at the CVE sponsored by UVM Extension, The sheep and wool festival which is an annual event.

Swine Surveillance Work Plan

Education and Outreach of Garbage Sources:

We propose to, with the use of internet and business listings, locate entities which have the potential to be a source of food waste (garbage) for swine. We will put together an informational packet aimed at educating and informing these entities about the illegal feeding of food waste to swine in the State of Vermont based on the food safety concerns of feeding garbage. In doing this way we would be going to the source of the problem. In this way we are hopefully eliminating the source of the garbage rather than just attempting to stop the farmer from feeding it. These sources may include restaurants, schools and supermarkets to name a few. To try a make contact with all of these sources would be difficult but the mailing of information to them would be an achievable goal.

Continued on-Farm Surveillance:

In addition to attempting to achieve the goal described in the previous paragraph we would propose to continue on-farm surveillance of swine farmers in Vermont. While we have established a database for swine farms within Vermont this is ongoing project that requires continuing efforts. In this light we would continuing to locate swine farms within the State and educate the owners on the illegal use of garbage a feed.

Reporting

The Cooperator agrees to submit to USDA/APHIS/VS (through their Area Veterinarian in Charge) quarterly accomplishment reports on program activities outlined in the Work Plan and Financial Plan. These reports should consist of a narrative and a data summary, and may be submitted electronically in the spreadsheet format supplied by APHIS. These reports will be used by APHIS to verify compliance with provisions of this Agreement. These reports are due no later than 30 days after the end of each Federal fiscal quarter except the final report which is due no later than 90 days after the Agreement expires or terminates.

Financial Plan FAD

FAD Investigations

Time and costs related to the investigating
FAD in Vermont and interaction with other agencies

\$3,000.00 P.S.

FAD Training

Time and related costs to the training of Large Animal
Clinics in a higher awareness of FAD's included are
Facility reservations and materials needed for 4 meetings
In different geographic areas around the State

4,000.00 O.V.

Time and related costs to the education and outreach
for Animal Agricultural Industry stakeholders at various venues
Around the State

3,500.00 P.S.

Electronics

PC/Laptop and related equipment

2,500.00 O.V.

Financial Plan Swine Surveillance

Education & Outreach of Garbage Sources

Time and related costs to locate the potential sources
of garbage produce, assemble and distribute
information to these sources

6,000.00 P.S.

On-Farm Surveillance

Time and related costs to on-farm surveillance
Visits (includes vehicle lease per 8hr day)

4,000.00 P.S.

Indirect Costs @ 15.93%

3,663.92 O.V.

Total

\$26,663.92

Categories	1 st qtr	2 nd qtr	3 rd qtr	4 th qtr	Total
Equipment	625.00	625	625	625	2,500.00
Operating	5,125.00	5,125	5,125	5,125	20,500.00
Indirect	915.98	915.98	915.98	915.98	3,663.92
Total	6,665.98	6,665.98	6,665.98	6,665.98	26,663.92

Dr. Michael J. Wood, Date
State Veterinarian,
Vermont Agency of Agriculture Food & Mkts

William G. Smith, AVIC Date