



VERMONT DEPARTMENT OF PUBLIC SAFETY

**STATE OF VERMONT
STANDARD SUBRECIPIENT AGREEMENT
(Federal Fund Source to Non-State Subrecipient)**

**FEDERAL PROGRAM TITLE
Public Assistance**

**AGREEMENT WITH
Town of Middlebury
Agreement # 02140-84356-018**

DPS Financial Office Use Only

- SAM checked for DUNS Suspension and Debarment Exclusions
<https://www.sam.gov/portal/public/SAM/> Date: **6/13/18** Initial: _____
SAM Expiration Date: **12/13/18**
- Print Screen Placed in Grant File

- DPS Restricted Parties List Checked Date: **6/13/18** Initial: _____

- Risk Assessment Completed Date: **8/28/18** Initial: _____

- Subrecipient Vs. Contractor Determination Form Completed Date: **6/13/18** Initial: _____

- Single Audit Check & Delinquent SAR (VT Bulletin 5_Eligibility Query)
Completed Date: **6/13/18** Initial: _____

- BGS Office of Purchasing & Contracting Debarment List Checked
<http://bgs.vermont.gov/purchasing/debarment> Date: **5/17/18** Initial: _____

- Certificate of Insurance Date: **6/14/18** Initial: _____

- Entered In: VT Grant Tracking (VISION) Date: _____ Initial: _____

- Entered In: FFATA (if \$25K or over) Date: _____ Initial: _____

Federal Fund Standard Format to Non-State Subrecipients Only

VERMONT DEPARTMENT OF PUBLIC SAFETY

STATE OF VERMONT GRANT AGREEMENT **Part 1-Grant Award Detail**

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 02140-84356-018		² Original <input checked="" type="checkbox"/> Amendment # _____	
³ Grant Title: Public Assistance			
⁴ Amount Previously Awarded: \$ _____		⁵ Amount Awarded This Action: \$ _____	
⁶ Total Award Amount: \$ _____			
⁷ Award Start Date: 1/2/2018		⁸ Award End Date: See Agreement Term	
⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
¹⁰ Vendor #: 39947		¹¹ Grantee Name: Town of Middlebury	
¹² Grantee Address: 77 Main Street			
¹³ City: Middlebury		¹⁴ State: VT	¹⁵ Zip Code: 05753
¹⁶ State Granting Agency: Department of Public Safety			¹⁷ Business Unit: 02140
¹⁸ Performance Measures: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		¹⁹ Match/In-Kind: \$* (7.5%-17.5%) and the Federal Share (75%)	
Description: *See Attachment B- the difference between the ERAF			
²⁰ If this action is an amendment, the following is amended:			
Amount: <input type="checkbox"/>		Funding Allocation: <input type="checkbox"/>	Performance Period: <input type="checkbox"/>
		Scope of Work: <input type="checkbox"/>	Other: <input type="checkbox"/>

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee DUNS #: 026135772		²² Indirect Rate: _____% (Approved rate or de minimis 10%)		²³ FFATA: YES <input type="checkbox"/> NO <input type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): Jun-06				²⁵ R&D: <input type="checkbox"/>	
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS							
Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions			
General Fund	\$0.00	\$0.00	\$0.00				
Special Fund	\$0.00	\$0.00	\$0.00				
Global Commitment <small>(non-subrecipient funds)</small>	\$0.00	\$0.00	\$0.00				
Other State Funds	\$0.00	\$0.00	\$0.00				
FEDERAL FUNDS <i>(includes subrecipient Global Commitment funds)</i>						Required Federal Award Information	
³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
97.036	Public Assistance	\$0.00	\$0.00	\$0.00	FEMA-DR-4356-VT	1/2/18	
³⁹ Federal Awarding Agency: FEMA		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00

STATE OF VERMONT GRANT AGREEMENT		Part 1-Grant Award Detail			
Federal Awarding Agency:		Federal Award Project Descr:			
		\$0.00	\$0.00	\$0.00	\$0.00
Federal Awarding Agency:		Federal Award Project Descr:			
Total Awarded - All Funds		\$0.00	\$0.00	\$0.00	
SECTION IV - CONTACT INFORMATION					
STATE GRANTING AGENCY			GRANTEE		
NAME: Melissa Austin			NAME: Bill Kernan		
TITLE: Financial Administrator			TITLE: Director of Public Works		
PHONE: (802) 241-5396			PHONE: (802) 388-4045		
EMAIL: melissa.austin@vermont.gov			EMAIL: bkernan@townofmiddlebury.org		

Part 2- Grant Agreement

Parties: This is an Agreement between the State of Vermont, **Department of Public Safety (DPS)** (hereinafter called "State"), and the **Town of Middlebury** (hereinafter called "Subrecipient").

The Subrecipient must be in compliance with the Vermont statutory requirements relating to taxation of business entities operating within the State. If Subrecipient does not have a Business Account Number, it is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.

Subrecipient Federal Tax Identification Number: 03-6000564

Subject Matter: The subject matter of this Agreement is **as outlined in Attachment A: Scope of work to be Performed.**

Award Details: Amounts, dates, and other award details are as shown in the above Agreement Part 1-Grant Award Detail. Detailed services to be provided by the Subrecipient are described in Attachment A.

Agreement Term: **State will not reimburse any expenses incurred prior to the execution date of this agreement unless an Advance Notice to Proceed has been issued (DPS Form ADM-105). The execution date is defined as the date the Department of Public Safety representative(s) signs this agreement. The only exception to this rule is for FEMA Public Assistance awards under the Stafford Act (see Attachment E for execution date details).**

Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient. An amendment is a request to make a programmatic, administrative, or substantial financial change to this Agreement (refer to Attachment B, Payment Provisions). Examples include changes in scope of work, budget modification, and change in Subgrant term (period of performance).

Cancellation: This Agreement may be suspended or cancelled by either party by giving written notice at least **30** days in advance.

Attachments: This Agreement consists of **15** pages including the following attachments that are incorporated herein:

Please initial that you have read and understand each Attachment

- _____ Grant Agreement-Part 1 – Grant Award Detail
- _____ Grant Agreement-Part 2
- _____ Attachment A - Scope of Work to be Performed
- _____ Attachment B - Payment Provisions
- _____ Attachment C - Customary State Agreement Provisions
- _____ Attachment D - Other Provisions
- _____ Attachment E - Funding Source Special Conditions

We, the undersigned parties, agree to be bound by this agreement, its provisions, attachments and conditions contained herein.

STATE OF VERMONT
Department of Public Safety

SUBRECIPIENT
Authorized Representative

By:

By:

Signature

Signature

Printed Name: _____
Commissioner/Deputy Commissioner

Printed Name: _____

Title: _____

Date: _____

Date: _____

Your signature on this agreement attests to the acceptance of all provisions, attachments and conditions contained herein.

ATTACHMENT A SCOPE OF WORK TO BE PERFORMED

The scope of work for this Agreement shall be in accordance with the scope of work described on all Project Worksheets (PW's) approved by FEMA for projects which are the legal responsibility of the Subrecipient under this federal declaration. All approved PW's will be sent to the Subrecipient once they have been developed, reviewed, and approved by FEMA.

ATTACHMENT B PAYMENT PROVISIONS

The State agrees to compensate the Subrecipient for services performed, up to the maximum amount as approved on the FEMA PW's, provided such services are within the scope of the Agreement and are authorized as provided for under the terms and conditions of this Agreement.

- Federal Assistance: The Federal share will be 75% - 85% of the eligible costs included on the FEMA approved PW's.
- State Assistance (Emergency Relief Assistance Fund): For Municipal Subrecipients, the State share will be 7.5% – 17.5% of the eligible costs included on the FEMA approved PWs. For other Public Subrecipients (school districts, fire districts, municipal utilities, etc.), the Subrecipient will be responsible for meeting all of the non-federal (25%) share up to \$10,000.
- Local Share: The Subrecipient is responsible for securing the remaining balance of funds necessary to complete the work described on the FEMA approved PW's. The Subrecipient's share shall be made available within the Period of Performance of this Subgrant.

FINANCIAL REPORTING REQUIREMENTS /PAYMENT REQUESTS:

- Small Projects: Upon notification by FEMA of approval of eligible project costs, the Subrecipient may receive the full Federal share of all approved small projects. Requests for reimbursement, or payment, must be made using the DPS Financial Report Form (DPS Form ADM-116a).
- Large Projects: Upon notification by FEMA of approval of eligible project costs, the Subrecipient may begin requesting reimbursement in arrears of expenditures with attached documentation. Subrecipient must submit the DPS Financial Report Form (DPS Form ADM-116a) with attached detailed documentation of incurred expenses paid to receive payment. Examples of detailed supporting documentation may include payroll reports, timesheets, general ledger reports, contracts, paid vendor invoices, and cancelled checks. A limited cash advance may be granted with prior approval (see section regarding Financial Reporting Requirements/Payment Requests: bullet two).
- Project Completion and Certification Report (PCCR): Upon completion of all work associated with the FEMA approved projects, the Subrecipient shall contact the State in writing, to request a final inspection of each project. Once each project site has been inspected and the State representative has determined that the work was completed in accordance with the written scope of work and all applicable agreements and/or permits, the Public Assistance Officer shall fill out the PCCR report and it will be signed by a State representative. Once the DPS Finance Office has received a fully completed and signed PCCR, the State share of funding and any remaining unpaid Federal share of funding for all approved projects will be paid to the Subrecipient.

PROGRAMMATIC REPORTING REQUIREMENTS:

- The Subrecipient must submit quarterly programmatic progress reports on all Large Projects using the DPS Quarterly Large Project Progress Report (DPS Form ADM-115a).
- Progress reports are due by the 15th day of January, April, July, and October.

Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities and will not supplant (replace) non-Federal funds. Subrecipients must be able to document local funds were not supplanted with funds from this award (for example: personnel expenses must be supported with actual budget allocations which include this funding source).

*** Federal equipment threshold is \$5,000.00¹. Please reference Federal equipment compliance requirements.² Subrecipients must follow their own procurement policy unless the Federal and State requirements are more restrictive.**

¹ 2 CFR § 200.313 (d)(1)

² 2 CFR § 200.313 (d)(2)

**** Current Rate Approval Letter (under 2 CFR 200.331(a)(4) must be on file with DPS. It is also important to note that indirect rates may be subject to statutory caps of the Federal program which supersede the requirements of the Uniform Guidance. Refer to Bulletin 5 for further guidance.**

FINANCIAL REPORTING REQUIREMENTS /PAYMENT REQUESTS:

The State, at its discretion, will reimburse the Subrecipient by one of the following options depending on the needs of the Subrecipient and their standing with the State at the time they request Agreement funds:

- Reimbursement in arrears of expenditures with attached documentation. Subrecipient must submit the DPS Financial Report Form (**DPS Form ADM-116a**) with attached detailed documentation of incurred expenses paid to receive payment.
- Limited cash advance with prior approval. FEMA must obligate the Project Worksheet (PW) and the subrecipient must submit the DPS Financial Report **ADM-116a**. The amount requested cannot be more than 75% of the Federal share. DPS will process and make payment to subrecipient. The subrecipient must provide proof that they have reimbursed their vendor within 10 days of receipt of the cash advance. Once subrecipients receive the cash advance they are required to deposit funds in an interest-bearing account and return interest earned more than \$500 per year to the Federal Agency and copy DPS. All interest earned must be reported to the Department of Health and Human Services, Payment Management System per 2 CFR §200.305(b)(8)) referenced in the Attachment E.

Requests for reimbursement or payment must be made using the DPS Financial Report Form (DPS Form ADM-116a) and must be accompanied by detailed supporting documentation. Examples of detailed supporting documentation may include payroll reports, timesheets, general ledger reports, paid vendor invoices, and cancelled checks.

These requests must be submitted to the Vermont Department of Public Safety Financial Office, no later than the end of the month following the month in which the expenses were incurred. Please send to:

Name: Melissa Austin
Via mail: Vermont Department of Public Safety/Financial Office
45 State Drive
Waterbury, VT 05671-1300
Via fax: 802-241-5553
Via email: melissa.austin@vermont.gov

DPS will not make any payments on this Agreement unless the Subrecipient meets all provisions contained herein.

CLOSEOUT:

Small Projects:

- Subrecipient must certify that the work is completed and DPS must receive the Project Completion and Certification Report (PCCR) certified by the District Tech (SOV) that the work has been completed.

Large Projects:

- Financial Office will ensure that all financial documents have been submitted and reconciled with the final financial report form.
- Subrecipient must certify that the work is completed and DPS must receive the PCCR certified by the District Tech (SOV) that the work has been completed.

When a performance period is nearing its end, the subrecipient should ensure all work is complete and file their reports by the deadline noted in Attachment B of the subrecipient agreement. If they have determined a need for an extension, it must be requested with sufficient time to allow for DPS to review and approve prior to the end of the current award term. If the performance period and date for the final report ends and the subrecipient does not contact DPS for an extension, the Financial Office will close out the award. Upon final payment and verification that all reporting obligations have been met, a closeout letter will be issued to the subrecipient.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016**

1. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.
2. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
3. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
4. **Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
7. **Defense and Indemnity:** The Party shall defend the State and its officers and

employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

8. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation

coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to: Premises - Operations

- **Products and Completed Operations**
- **Personal Injury Liability**
- **Contractual Liability**
- **The policy shall be on an occurrence form and limits shall not be less than:**
- **\$1,000,000 Each Occurrence**
- **\$2,000,000 General Aggregate**
- **\$1,000,000 Products/Completed Operations Aggregate**
- **\$1,000,000 Personal & Advertising Injury**

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

10. **False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.
11. **Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.
12. **Federal Requirements Pertaining to Grants and Subrecipient Agreements:**
- A. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. **The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.**
- B. **Internal Controls:** In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. **Mandatory Disclosures:** In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
13. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
14. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.
15. **Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
16. **Taxes Due to the State:**
- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
17. **Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.
18. **Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.
- Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.
19. **Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor. In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance

providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 (“False Claims Act”); Section 11 (“Whistleblower Protections”); Section 14 (“Fair Employment Practices and Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 23 (“Certification Regarding Use of State Funds”); Section 31 (“State Facilities”); and Section 32 (“Location of State Data”).

20. **No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
21. **Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.
22. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.
Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>
23. **Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.

24. **Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
25. **Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.
26. **Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.
27. **Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.
28. **Termination:** In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:
 - A. **Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have

no obligation to pay Subrecipient from State revenues.

- B. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
 - C. **No Implied Waiver of Remedies:** A party’s delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.
29. **Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
 30. **Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.
 31. **State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party’s performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an “AS IS, WHERE IS” basis, with no warranties whatsoever.
 32. **Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(End of Standard Provisions)

ATTACHMENT D OTHER GRANT AGREEMENT PROVISIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FOLLOWING SUBRECIPIENT PROCEDURES; PROCUREMENT; DISCLOSURE OF INFORMATION AND CONFLICT OF INTEREST;

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Public Safety determines to award the covered transaction, grant, or other agreement.

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, Agreements, and

contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or

destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential

vendors by conducting a search on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990. The Subrecipient will or will continue to provide a drug-free workplace by:³

1. Maintaining a Zero Tolerance Drug Policy;
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;
4. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Subrecipient's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(e) Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. PROCUREMENT:

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.326.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.

2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.⁴

3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms be used when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

5. FOLLOWING SUBRECIPIENT PROCEDURES:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to

make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in: (a) 2 CFR 200 § 302 Financial Management

6. DISCLOSURE OF INFORMATION:

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

7. CONFLICT OF INTEREST

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.

2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

³ 2 CFR § 182

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⁴ 2 CFR § 200.318 (c)(1)

ATTACHMENT E FUNDING SOURCE SPECIAL CONDITIONS

This Agreement is subject to the requirements of all federal laws, policies and bulletins. Most notably:

The period of performance (effective dates) of this Subgrant shall begin on 1/2/2018.

For Emergency Work Categories A.) Debris Removal and B.) Emergency Protective Measures, work must be completed by 2/16/2018.

For Permanent Work Categories C.) Roads and Bridges, D.) Water Control Facilities, E.) Buildings and Equipment, F.) Utilities, and G.) Parks, Recreational and Other, work must be completed by 2/16/19

Final Guidance must be followed, 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

This Agreement is also subject to the requirements of the State of Vermont grant and audit policies. The most pertinent bulletins and addendums are:

- Bulletin 5, Single Audit Policy for Agreements
- Bulletin 5 - Procedure #1
- Bulletin 5 - Procedure #2

This agreement is subject to the requirements for the federal agency providing the funds. This agreement is subject to the following Code of Federal Regulation (CFR) and Grant Guidance:

- CFR 44 – Emergency Management and Assistance
- FEMA 321 Public Assistance Digest: <http://www.fema.gov/pdf/government/grant/pa/pdigest08.pdf>
- FEMA 322 Public Assistance Guide: <http://www.fema.gov/pdf/government/grant/pa/paguide07.pdf>
- FEMA 9500 Series Policy Publications: <http://www.fema.gov/9500-series-policy-publications>
- Other FEMA Publications: <http://www.fema.gov/public-assistance-policy-and-guidance>
- Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 USC 11681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC- 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 USC" 6101-106), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 19 (PL 92-255), as amended, relating to n' discrimination on the basis of drug abuse; (f) Comprehensive Alcohol Abuse and Alcohol Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating nondiscrimination on the basis of alcohol abuse alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 USC 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute under which application for Federal assistance being made; and the requirements of any off nondiscrimination statute(s) which may apply to application.
- Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91- which provide fair and equitable treatment of persons displaced whose property is acquired as a result of Federal federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

- Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with-EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. I' 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. I 7401 et seq.); (g) protection of underground source of drinking water under the Safe Drinking Water Act of 1974, as amended, (PL 93-523); and (h) protection of endangered species under the Endangered Special Act of 1973, as amended, (PL 93-205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S. C. 470), EO 11593 (identification protection of historic properties), and Archaeological and Historic Preservation AI 1974 (16 U.S. C. 469a-1 et seq.).
- Will comply with the Lead-Based Paint Poise Prevention Act (42 U.S. C. 4801 et seq.) which prohibits the use of lead based paint in construe or rehabilitation of residence structures.
- It will comply with the minimum wage and maximum hours provisions of the Federal fair Labor Standards Act (29 U.S.C 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
- Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms to the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

§200.305 Payment.

(8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply.

(i) The non-Federal entity receives less than \$120,000 in Federal awards per year.

(ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.

(iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.

(iv) A foreign government or banking system prohibits or precludes interest bearing accounts.

(9) Interest earned amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services

Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fed wire Funds Service payment. Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as “addenda records” by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from ASAP, NSF or another federal agency payment system. The remittance must be submitted as follows:

(i) For ACH Returns:

Routing Number: 051036706
Account number: 303000
Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

(ii) For Fedwire Returns*:

Routing Number: 021030004
Account number: 75010501
Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY

(* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

(iii) For International ACH Returns:

Beneficiary Account: Federal Reserve Bank of New York/ITS (FRBNY/ITS)
Bank: Citibank N.A. (New York)
Swift Code: CITIUS33
Account Number: 36838868
Bank Address: 388 Greenwich Street, New York, NY 10013 USA
Payment Details (Line 70): Agency
Name (abbreviated when possible) and ALC Agency POC: Michelle Haney, (301) 492-5065

(iv) For recipients that do not have electronic remittance capability, please make check** payable to: “The Department of Health and Human Services.”

Mail Check to Treasury approved lockbox:
HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231
(* Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

(v) Any additional information/instructions may be found on the PMS Web site at <http://www.dpm.psc.gov/>.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75883, Dec. 19, 2014; 80 FR 54408, Sept. 10, 2015]