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STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 07110-RPC-2025-04		² Original <input checked="" type="checkbox"/> Amendment # <input type="checkbox"/>	
³ Grant Title: REGIONAL PLANNING FUNDS - CENTRAL VERMONT REGIONAL PLANNING COMMISSION			
⁴ Amount Previously Awarded: \$148,921.18		⁵ Amount Awarded This Action: \$670,742.00	
⁶ Total Award Amount: \$819,663.18			
⁷ Award Start Date: 07/01/2024		⁸ Award End Date: 06/30/2025	
⁹ Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
¹⁰ Supplier #: 43329		¹¹ Grantee Name: CENTRAL VERMONT REGIONAL PLANNING COMMISSION	
¹² Grantee Address: 29 MAIN STREET, SUITE 4			
¹³ City: MONTPELIER		¹⁴ State: VT	
		¹⁵ Zip Code: 05602	
¹⁶ State Granting Agency: DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT			¹⁷ Business Unit: 07110
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$0.00 Description: N/A	
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 Identifier [UEI] #: L97JQHE86VX3		²² Indirect Rate: 0.00 % <small>(Approved rate or de minimis 10%)</small>		²³ FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): 6				²⁵ R&D: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
²⁶ UEI Registered Name (if different than VISION Supplier 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	
Special Fund	\$126,528.41	\$670,742.00	\$797,270.41	REGIONAL PLANNING FUNDS
Global Commitment (non-subrecipient funds)			\$0.00	
Other State Funds	\$22,392.77		\$22,392.77	HOUSING NAVIGATOR FUNDS

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ ALN#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Fed Award Date	³⁸ Total Federal Award
				\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$148,921.18	\$670,742.00	\$819,663.18			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY	GRANTEE
NAME: JENNIFER LAVOIE	NAME: CHRISTIAN MEYER
TITLE: CONTRACT & GRANTS ADMINISTRATOR	TITLE: EXECUTIVE DIRECTOR
PHONE: (802) 828-1948	PHONE: (802) 388-3141
EMAIL: JENNIFER.LAVOIE@VERMONT.GOV	EMAIL: MEYER@CVREGION.COM

1. **Parties:** This is a Grant Agreement between the State of Vermont’s **Agency of Commerce and Community Development** (“Agency”), **Department of Housing and Community Development** (“DHCD,” and collectively with ACCD referred to herein as “State”), and the **Central Vermont Regional Planning Commission** with principal place of business **29 Main Street, Suite 4, Montpelier, VT 05602** (“RPC” and collectively with State referred to herein as “Parties”). It is the RPC’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the RPC is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** Funding provided through this Grant Agreement supports **municipal and regional planning and related activities as described in Attachment A, Specifications of Work to be Performed, Appendix I, RPC Work Plan and Reporting Form**. The Funds dedicated to RPC activities consist of those funds identified in 24 V.S.A. § 4306 and Act 113 (H.883 2024 Session) (Appropriations), Sections D.100(a)(3)(A) appropriated to the Agency for such purposes and distributed to the RPC pursuant to DHCD’s “Rules for the Allocation and Distribution of Regional Planning Funds” adopted May 1992 and last amended April 2020 (hereinafter “Rules”).
3. **Amendment:** This Grant Agreement represents the entire agreement between the parties; no changes, modifications, or amendments in the terms and conditions of this grant agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and RPC.
4. **Cancellation:** This grant agreement may be canceled by either party by giving written notice at least 30 days in advance.
5. **Attachments:** This grant agreement consists of **29** pages including the following attachments which are incorporated herein:
 - Grant Agreement-Part 1 – Grant Award Detail
 - Grant Agreement Part 2 – Grant Agreement
 - Attachment A – Scope of Work
 - Attachment B – Payment Provisions
 - Attachment C – Standard State Provisions for Contracts and Grants (Revised October 1, 2024)
 - Appendix I – FY25 RPC/DHCD Work Plan and Reporting Form
6. **Order of Precedence:** Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
 - Grant Agreement-Part 1 – Grant Award Detail
 - Grant Agreement Part 2 – Grant Agreement
 - Attachment C
 - Attachment D
 - Attachment A
 - Attachment B

By signing this Grant Agreement, the duly authorized signatory of the RPC represents that, pursuant to, inter alia, 24 V.S.A. §§ 4341 and 4346, the RPC is an entity to which Funds may be made

available, and that, pursuant to, inter alia, 24 V.S.A. § 4341, the RPC has and will comply with all relevant eligibility criteria related to Funds.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS GRANT AGREEMENT:

By the State of Vermont:

By the RPC:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Alex Farrell

Name: Christian Meyer

Title: Commissioner

Title: Executive Director

Agency: Department of Housing and
Community Development

ATTACHMENT A SPECIFICATIONS OF WORK TO BE PERFORMED

The RPC will perform its statutory responsibilities as required by 24 V.S.A. Chapter 117, Subchapter 3. This Grant Agreement, including the activities outlined in Appendix I, may constitute only a subset of the overall statutory obligations of the RPC.

1. State's Goal: The RPC will help build the foundation for orderly growth. RPCs have statutory and contractual obligations in transportation, brownfields, energy, emergency management, economic development, natural resources, and local and regional land use planning.

2. Grant Oversight: Upon receipt of each Report submission, the State, in order to fully assess the effectiveness of this Grant Agreement, may require additional information from the RPC, including anticipated and actual expenses that will include a summary of the RPC's operating budget that identifies all sources of funding by source (federal, state (by agency), municipal, other) and type (grants, contracts, dues, other).

2A. Funds are provided to the RPC to support the provision of services and completion of products specifically described in this Grant Agreement's Appendix I and must be used in a manner that conforms to all relevant State standards. The services performed under this Grant shall be monitored by State assigned staff. Reporting requirements will include performance expectations and deliverables, as stated in Appendix I. Any changes to time, scope, and/or resources shall be discussed in advance and the impacts to the work to be performed will be determined and reduced to writing by the State and the RPC in the form of a Grant Agreement amendment. If any Deliverables are not provided to the Agency by the RPC in a timely manner, the Agency may withhold progress payments or institute the process established in Section 4, below.

2B. DHCD will review and comment on all regional plan updates. If any regional plan is adopted after DHCD has found and communicated to the RPC that it does not comply with the intent of statute, DHCD will file the findings with the documentation for the Grant Agreement in addition to sending them to the Regional Commission Chair. The RPC may request a peer review of the non-compliance identified by DHCD. The peers may issue findings and submit them to DHCD to be filed along with DHCD's findings.

3. RPC Deliverables:

3A. The RPC will deliver the prior contract year-end VAPDA Annual Report to the State no later than July 31, 2024. The report will conform to any required format distributed by the Agency and will address services provided and activities completed pursuant to prior year Scope of Work.

3B. The RPC will deliver a final audit report and financial statements, including any attachments, letters or responses regarding any findings, to the Agency no later than six months after the end of the RPC's fiscal year. If applicable, the RPC must provide documentation to DHCD to demonstrate that any findings have been or

will be addressed.

- 3C.** The RPC will complete a mid-term report for the period of July 1, 2024, to December 31, 2024, due January 15, 2025, and a final report for the period of January 1, 2025, to June 30, 2025, due July 31, 2025. These reports will summarize progress and completion of projects outlined in the workplan, and any significant changes made, as approved by the State, in the RPC Appendix I.

4. Copyright: Upon full payment by the State, all products of the RPC's work funded by the State, including but not limited to outlines, reports, charts, sketches, drawings, artwork, plans, photographs, specifications, estimates, computer programs, or similar documents, becomes the joint property of the State of Vermont and the RPC. The RPC will exercise due care in creating or selecting material for publication to ensure that such material does not violate the copyright, trademark, or similar rights of others. The RPC shall not use any copyright protected material in the performance of the work under this agreement that would require the payment of any fee for present or future use of the same by the State. To the extent the RPC uses copyrighted materials in performance of work under this Grant Agreement, the RPC shall document and provide the State with the precise terms of the licensed use granted to the State by the owner of the copyright for future use of the copyrighted material.

(End of Attachment A)

ATTACHMENT B PAYMENT PROVISIONS

1. **Payment of Funds:** The Funds identified in 24 V.S.A. § 4306 and Act 113 (H.883 2024 Session) (Appropriations), Sections D.100(a)(3)(A), shall be payable in four equal advance payments, with five percent (5%) withheld until completion as further described in paragraphs below. To receive payment, the RPC shall submit invoices as described below, along with required insurance documentation and deliverables.

Important – All invoices submitted by the RPC must identify the total amount for the quarter (see the chart on page 7 listing the amounts to be invoiced). Reimbursement of invoices not identifying these amounts will not be processed until a corrected invoice is received. All invoices must be emailed to jennifer.lavoie@vermont.gov for processing.

- a. **Payment #1**, equal to funding for the **first quarter** of this twelve-month Grant, will be paid to the RPC **on or about July 31, 2024**, provided that this agreement has been duly executed and if applicable that the RPC has demonstrated that any findings from the RPC’s most recent audit have been or will be addressed.
 - b. **Payment #2**, equal to funding for the **second quarter** of this twelve-month contract, will be paid to the RPC **on or about October 1, 2024**, but in no event prior to receipt and approval by DHCD of the prior contract year-end annual report.
 - c. **Payment #3**, equal to funding for the **third quarter** of this twelve-month Grant, will be **payable upon receipt and approval by the Commissioner of DHCD of the mid-term report, and audit, showing satisfactory progress in completing the terms of this Grant**. Timing of payment will correspond to the submission date of the mid-term report: submission of a report by January 15, 2025, will result in payment on or about January 31, 2025; submission of a report by January 31, 2025, will result in payment on or about February 15, 2025.
 - d. **Payment #4**, equal to funding for the **fourth quarter** of this twelve-month Grant, will be paid to the RPC **on or about April 1, 2025**.
2. **Final Payment:** Final payment, equal to five percent (5%) of the Regional Planning Fund Allocation, will be held pending the RPC’s completion of the work required under this Grant Agreement. The State will evaluate performance based on the RPC’s completion of required work, reporting, and quality of data supplied. Upon a determination by the Commissioner that the RPC has adequately completed the required work, provision of data, and reporting, and no area of performance is rated as “Needs Improvement” in the Targets of Appendix I’s Workplan and Reporting Form, the State will release the final payment upon receipt from the RPC of an acceptable invoice for the total final payment amount.

However, if the RPC has tasks in “Needs Improvement,” it may be subject to the 5% being held permanently or until the task is completed. The DHCD Commissioner may meet with the RPC to discuss the areas in need of improvement and consider plans or approaches the RPC may employ to improve performance. The DHCD Commissioner will review any extenuating circumstances on a case-by-case basis.

Timing of final payment will correspond to the submission date of the final report:
 Submission of a report by **July 15, 2025**, will result in payment on or about **July 31, 2025**;
 submission of a report by **July 31, 2025**, will result in payment on or about **August 15, 2025**.

3. Budget:

Regional Planning Commission	Regional Planning Fund Allocation	Quarterly Invoice Amount	Final Payment Invoice Amount	Total Grant Agreement Amount
Addison County RPC	\$580,243.00	\$137,807.71	\$29,012.15	\$580,243.00
Bennington County RPC	\$557,416.00	\$132,386.30	\$27,870.80	\$557,416.00
Central Vermont RPC	\$670,742.00	\$159,301.23	\$33,537.10	\$670,742.00
Chittenden County RPC	\$941,642.00	\$223,639.98	\$47,082.10	\$941,642.00
Lamoille County PC	\$534,475.00	\$126,937.81	\$26,723.75	\$534,475.00
Northwest RPC	\$642,943.00	\$152,698.96	\$32,147.15	\$642,943.00
Northeastern Vermont Development Assoc.	\$840,696.00	\$199,665.30	\$42,034.80	\$840,696.00
Rutland RPC	\$679,397.00	\$161,356.79	\$33,969.85	\$679,397.00
MARC	\$493,116.00	\$117,115.05	\$24,655.80	\$493,116.00
Two Rivers-Ottawaquechee RC	\$697,558.00	\$165,670.03	\$34,877.90	\$697,558.00
Windham RC	\$662,130.00	\$157,255.88	\$33,106.50	\$662,130.00
	\$7,300,358.00	\$1,733,835.03	\$365,017.90	\$7,300,358.00

4. **Unused Funds:** Any funds not expended within the fiscal year will be allowed to carry forward those funds for one additional fiscal year (called the Holding Period), via the new fiscal year grant agreement.

The RPC and the Department shall work together to establish and implement a plan to release those funds in accordance with the Grant Agreement. If at the end of the Holding Period funds remain in retainage, those funds shall revert to the portion of the Municipal and Regional Planning Fund that supports regional planning commissions for reallocation to all regional planning commissions based upon the funding formula then in effect.

5. **Accounting:** The grantee shall maintain financial records in accordance with generally accepted accounting procedures (GAAP) and make available to the State upon request. Upon request of the State, Grantee will provide further information to the State at any time during this Grant, if the State determines that such information is necessary to better assess the effectiveness of this Grant.
- a. Grantee shall adequately demonstrate that one source of Federal funding was used per allowable expenditure, in accordance with the terms and conditions herein.
 - b. Grantee shall not create a duplication of benefit by using multiple Federal awards to cover the same expenditure.

6. **Breach/Recapture of Grant Funds/Termination of Agreement:** If Grantee does not fulfill in a timely and proper manner its obligations under, or does violate any of the terms or conditions of this Agreement, then State shall notify Grantee of the breach, may establish a period not to exceed thirty (30) calendar days to correct such breach, and may cease payment of any portion of Grant Funds, or other funds due Grantee under any other agreement with State (including any department or division thereof), until the breach is cured. If Grantee does not cure the breach at the completion of the correction period, then State: (1) may require Grantee to immediately reimburse to State any portions of Funds that were not expended or were expended in a manner inconsistent with, or for purposes other than those specifically described in, the terms and conditions of this Agreement; or, in the alternative, may forever retain any portion of Grant Funds, or other funds due Grantee under any other agreement with State (including any department or division thereof), equal to the amount of reimbursement that would have otherwise been required by operation of the preceding clause; and/or (2) may immediately terminate this Agreement by giving written notice to Grantee, specifying the effective date thereof.
7. **Loss of Good Standing with Department of Taxes/Suspension of Agreement:** The State may withhold payment from the Subrecipient/Grantee if the Subrecipient/Grantee is not in good standing with taxes due the State and may condition payment upon receipt of a new signed certification under the pains and penalties of perjury that as of the date the new certification is signed, the Subrecipient/Grantee 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. If the Subrecipient/Grantee fails to make the updated certification of good standing before the expiration date of the Grant Agreement, the Subrecipient/Grantee shall forfeit the amount requested and the State shall retain the same.
8. **Custodian of Executed Agreement:** The State shall maintain the fully executed original of this Agreement.

(End of Attachment B)

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**REVISED OCTOBER 1, 2024**

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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. 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 regarding its performance under this 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:

- A.** 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.
- B.** 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.
- C.** The Party shall indemnify the State and its officers and employees if 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.
- D.** Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection

costs or other costs of the Party or any third party.

8. Insurance: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

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 this Agreement, including but not limited to bills, invoices, progress reports, and other proofs of work.

10. False Claims Act: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) 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. Use and Protection of State Information:

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
 - i. take reasonable precautions for its protection;
 - ii. not rent, sell, publish, share, or otherwise appropriate it; and
 - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
 - i. strictly maintain its confidentiality;
 - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
 - i. industry-standard firewall protection;
 - ii. multi-factor authentication controls;
 - iii. encryption of electronic Confidential State Data while in transit and at rest;
 - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;

- vi. training to implement the information security measures; and
 - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential 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 the United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

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 this 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, and shall include this provision in all subcontracts for work performed in Vermont. 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. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: Party certifies under the pains and penalties of perjury that, as of the date this 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.

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 this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. 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), as amended by Section 17 of Act No. 142 (2010) and by

Section 6 of Act No. 50 (2011).

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 12 (“Confidentiality and Protection of State Information”); 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 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

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. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

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: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.*

25. 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 lockouts) (“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.

26. Marketing: Party shall not use the State’s logo or otherwise 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.

27. Termination:

- 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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party 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. 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.

28. 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.

29. No Implied Waiver of Remedies: Either 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.

30. 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.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** 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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$1,000,000 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 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.
- C. Mandatory Disclosures:** In accordance with 2 CFR 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.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, 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.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

Appendix I

FY25 CVRPC/DHCD Work Plan & Reporting Form

The Municipal and Regional Planning Fund for the purpose of assisting municipal and regional planning commissions to carry out the intent of this chapter shall be disbursed to the Secretary of Commerce and Community Development for performance grants with regional planning commissions to provide regional planning services pursuant to section 4341a of this title; and allocations for performance grant funding to regional planning commissions shall be determined according to a formula to be adopted by rule under 3 V.S.A. chapter 25 by the Department for the assistance of the regional planning commissions. Disbursement of funding to regional planning commissions shall be predicated upon meeting performance goals and targets pursuant to the terms of the performance contract.

Task Deadlines:

- September 30, 2024 Individual report of last fiscal year’s regional plan implementation actions in Annual Report
- December 31, 2024 Task 4G on housing data
- January 15, 2025 Early Mid-term Report (optional)
- January 31, 2025 Mid-term Report
- June 30, 2025 Task 3A Training
- July 31, 2025 Final Report Submission

Mid-term Report: Yes No

- Reporting form must be accompanied by a budget report (using DHCD template) and an invoice.
- Submission of a report by **January 15, 2025**, will result in payment on or about **January 31, 2025**.
- Submission of a report by **January 31, 2025**, will result in payment on or about **February 15, 2025**.

Final Audit Report:

- The RPC will deliver a final audit report and financial statements, including any attachments, letters, or responses regarding any findings, to the Agency no later than **six months after the end of the RPC’s fiscal year**. If applicable, the RPC must provide documentation to the Agency to demonstrate that any findings have been or will be addressed.

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Final Report: Yes No

- Reporting form must be accompanied by a budget report (using DHCD template) and an invoice.
- Submission of a report by **July 31, 2025**, will result in payment on or about **August 15, 2025**

Needs Improvement:

- If the RPC has tasks in “Needs Improvement,” it may be subject to the **5% retainage being held** in accordance with the State Rules for the Allocation and Distribution of Regional Planning Funds. The DHCD Commissioner may meet with the RPC to discuss the areas in need of improvement and consider plans or approaches the RPC may employ to improve performance. The DHCD Commissioner will review any extenuating circumstances on a case-by-case basis.

Results-Based Accountability Symbol Key:

⊕ = How much was done? * = How well was it done? ✱ = Is anyone better off?

Results Based Accountability Symbol Key:

⊕ = How much was done? * = How well was it done? ✱ = Is anyone better off?

CVRPC FY25 Work Plan & Reporting Form

1. REGIONAL PLANNING

1.A. REGIONAL PLAN MAINTENANCE. Maintain a current regional plan that meets statutory requirements and directs implementation.

Needs Improvement: Regional plan has expired.

+ Regional plan is in effect	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
* If plan was adopted, re-adopted, or amended this fiscal year, the regional plan includes an implementation program that defines tasks, assigns responsibility, identifies the means (where applicable), and indicates priority	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain
* If plan amendments are initiated this fiscal year, the scope includes an update to the future land use element (per Act 181) and the housing element, including production targets per 4348a..	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If yes or no, please explain
* If plan was adopted, re-adopted, or amended this fiscal year, the RPC provided the Department of Housing and Community Development with a copy of the plan at least 30 days prior to the plan hearing as required by 24 V.S.A. §4348(c)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain
** The RPC has a properly adopted plan approved by the delegates representing its member municipalities pursuant to the requirements of 24 V.S.A. § 4348(f)02	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain

REGIONAL PLAN REPORTING TABLE

Date of Most Recent Adoption/Re-adoption	
Date of Most Recent Plan Amendment <i>NOTE: unless done in tandem with an adoption or readoption, an amendment does not reset the clock.</i>	
Date of Regional Plan Expiration	

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1.B. ACT 250 REVIEW. Review Act 250 major applications (or potential applications) in relation to the regional plan.

Needs Improvement: Less than 80% of major applications reviewed and commented upon by region, summary reporting table not completed.

✚ # of major applications in region	#	
✚ # of major applications reviewed and commented upon by RPC on-time to assist the District Commission	#	
✚ # of applications considered in conformance with the regional plan	#	
* % of Act 250 major applications that received review and comment	%	If zero major applications, put 100%
* % of reviewed applications considered in conformance with the regional plan	%	If zero major applications, put 100%
* Comments that were addressed during project application development, or in a permit decision, are summarized in the mid-term and final reports, providing extra detail about those involving substantive comment (complete reporting table below for all applications commented upon or issued a decision this fiscal year)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain
* RPC assisted the District Environmental Commission in determining a project's conformance with Act 250 requirements (24 V.S.A. § 4345a (13))	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain

ACT 250 REPORTING TABLE

Application Title	Criteria Addressed	Summarized Comments (if any)	Decision Issued? Yes/No/Pending	Comments Addressed? Yes/No	Explain (optional)

1.C. SECTION 248 REVIEW. Review Section 248 applications with hearings (or potential applications) in relation to the regional plan.

Results Based Accountability Symbol Key:

✚ = How much was done? * = How well was it done? ✚ = Is anyone better off?

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Needs Improvement: Less than 80% of applications with hearings reviewed, summary not completed or not completed as part of the final report.

‡ # of applications with hearing in the region	#	
‡ # of applications with hearing reviewed on-time to assist the Public Utilities Commission	#	
‡ # of those applications considered consistent with the regional plan	#	
‡ # preferred site letters issued		
* % of applications with a hearing that received review and comment	%	If zero applications w/hearings, put 100%
* % of applications considered consistent with the regional plan	%	If zero applications w/hearings, put 100%
* Comments that were addressed during project application development or in permit decision are summarized in the mid-term and final reports, providing more detail about those involving substantive comment (complete reporting table below for all applications commented upon or issued a decision this fiscal year)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain
** RPC assisted the Public Utilities Commission in determining project conformance with Section 248 requirements 24 V.S.A. § 4345a (14)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain

SECTION 248/248a REPORTING TABLE

Application Title	Criteria Addressed	Summarized Comments	Decision Issued? Yes/No/Pending	Comments Addressed? Yes/No	Explain (optional)

2. MUNICIPAL PLANNING AND TECHNICAL ASSISTANCE

Results Based Accountability Symbol Key:

‡ = How much was done? * = How well was it done? ✖ = Is anyone better off?

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2.A. FORMAL MUNICIPAL PLAN REVIEW (PLAN APPROVAL & CONFIRMATION OF PLANNING PROCESS). Review municipal plans as requested by municipalities.

Needs Improvement: Less than 80% of municipal plan reviews were completed within the statutory timeframe established in 24 V.S.A. §4350 (b) this fiscal year.

✚ # of municipal plan adoption or amendment approval requests received	#	
✚ # of municipal plan approval requests reviewed and acted upon by the RPC	#	
✚ # of municipal plans incorporating the recommendations from the RPC consultation 12-24 months prior to plan expiration, or other reviews.	#	
* % of municipal plan reviewed for regional approval within two months of request.	%	If zero requests, put 100%
* % of municipalities incorporating the recommendations from the RPC consultation in plans adopted or amended this fiscal year	%	If zero requests, put 100%
✚ Municipalities in the region have an opportunity to receive a decision on regional plan approval in a timely manner in keeping with 24 V.S.A. § 4350 (b)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain

MUNICIPAL PLAN REVIEW REPORTING TABLE

Municipality	Date Received	Date Acted Upon by RPC	RPC Recommendations Incorporated? Yes/No/Partially	Plan Approved? Yes/No	Planning Process Confirmed Yes/No	Notes

2.B. MUNICIPAL PLAN CONSULTATION. Conduct statutory consultations (prior to formal plan review) with municipalities with plans expiring within 12-24 months and at least twice within eight years and document results (24 V.S.A. §4350). Contact municipalities with plans expiring next fiscal year and offer to assist with updating the plans to meet statutory requirements.

Needs Improvement: Less than 80% of the Appendix II scheduled consultations were completed.

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✚ # of consultations scheduled for this fiscal year in table below	#	
✚ # of consultations scheduled for this fiscal year completed	#	
* % of statutory consultations completed on time	%	If zero scheduled, put 100%
** Municipalities in the region received regular consultations in keeping with 24 V.S.A. § 4350 and have received information that supports effective local planning and implementation	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain

MUNICIPAL PLAN CONSULTATION REPORTING TABLE

Table Instructions: Referring to last year’s submission, list all municipalities in the region, identify if the municipality has an adopted plan. If yes, identify the date of expiration. List the date(s) of the first consultation within the eight-year period. Identify if the final consultation (12-24 months prior to plan expiration) will be scheduled and occur for this fiscal year (FY25). Report on date of second consultation at mid-term and final and document any relevant notes.

Suggestion: DHCD encourages that consultation be done within the municipality using a consistent regional approach that takes stock of implementation accomplishments, reveals local needs and challenges, and clearly identifies issues of statutory compliance early in the process. Such a consultation could be done in combination with a locally held training on “land-use essentials” to support the ongoing professional development of the region’s rotating volunteer planners.

Municipality <i>*list all municipalities in region</i>	Adopted Plan (Y/N)	Plan Expiration Date [XX/XX/XXXX] <i>*even if expired</i>	First/Prelim. Consultation Date [XX/XXXX]	Consultation this FY? (Y/N)	Final Consultation Date [XX/XXXX] <i>*for midterm and final reporting</i>	Notes & Recommendations <i>*for midterm and final reports</i>
Barre City	Y	09/15/2028	03/24/2022			
Barre Town	Y	06/23/2028	02/16/2022			
Berlin	Y	08/14/2026	06/14/2023	Y		
Cabot	Y	08/15/2025	08/09/2020		03/18/2024	
Calais	Y	02/01/2024	05/07/2019		04/04/2023	
Duxbury	Y	10/13/2028	05/10/2018		11/08/2022	

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East Montpelier	Y	06/04/2026	05/20/2021	Y		
Fayston	Y	09/22/2028	03/14/2022			
Marshfield	Y	08/21/2026	03/05/2020		04/10/2024	
Middlesex	Y	09/10/2027	10/22/2020			
Montpelier	Y	12/20/2025	06/08/2020		05/28/2024	
Moretown	Y	01/04/2024	02/19/2019		04/18/2023	
Northfield	Y	08/11/2028	06/01/2022			
Orange	Y	08/13/2026	03/10/2021	Y		
Plainfield	Y	04/12/2029	12/17/2022			
Roxbury	Y	12/06/2029	04/14/2022			
Waitsfield	Y	10/09/2031	03/19/2024			
Warren	Y	04/23/2027	12/12/2022			
Washington	N	11/12/2018	12/17/2020		05/20/2024	
Waterbury	Y	12/03/2026	06/28/2021	Y		
Williamstown	Y	04/11/2024	02/13/2019		03/08/2023	
Woodbury	Y	12/10/2029	10/17/2022			
Worcester	Y	03/21/2030	02/6/2023			

2.C. TECHNICAL PLANNING ASSISTANCE. Provide technical assistance to municipalities in the preparation and maintenance of plans, capital plans, regulations, mapping, applications for designation under Chapter 76A of Title 24, grant-writing assistance, and other implementation activities under Chapter 117. (For each task, indicate the level of assistance provided.)

Needs Improvement: Less than 50% of municipalities receive assistance.

✚ # of municipalities that received technical assistance		
* % of municipalities that received technical assistance	%	
* The type of technical assistance provided to region’s municipalities is documented for inclusion in next year’s September 30, 2024 individual RPC annual report, documenting FY24 activities (see annual reporting item below).	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
** Municipalities in the region received technical assistance in keeping with 24 V.S.A. § 4345a	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain

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3. REGIONAL TRAINING AND EDUCATION FOR MUNICIPALITIES

3.A. TRAINING FOR MUNICIPALITIES. Produce, organize, and deliver at least two trainings.

Needs Improvement: Region completes less than one training on each of the two topics.

✦ # of trainings held	#	
✦ # of participants at each training	#	
✦ # of municipalities represented of region's total	# of #	
✦ % of municipalities engaged in training	%	
✦ Municipalities in the region received training in keeping with 24 V.S.A. § 4345a (1, 2 & 7) [inter-muni. cooperation] , [public financing] , [housing] , and [land use planning & permitting basics or other DHCD-approved topics] .	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain

TRAINING REPORTING TABLE

Identify proposed trainings within or prior to the mid-year report. Complete this table prior to submitting the final report.

Training Topic	Date of Training [XX/XX/XXXX]	Notes/observations

3.B. MUNICIPAL PLAN FUTURE LAND USE MAPPING GUIDANCE. Begin municipal guidance to align municipal plan future land use map with regional

Needs Improvement: Guidance work is not commenced.

✦ RPC form a project team and assigns responsibility for guidance.	<input type="checkbox"/> Yes	If no, please explain
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Results Based Accountability Symbol Key:

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	<input type="checkbox"/> No	
* The updates are reviewed by RPC project team.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
** The final resources will be made available in this or next FY for public access and use and promoted by the regional planning commissions through outreach and training.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain

4. SUPPORT FOR STATEWIDE INITIATIVES

4.A GIS - REGIONAL PLAN FUTURE LAND USE MAP MAINTENANCE. Submit and maintain current GIS files of all regional plan future land use plan maps for access through the Vermont Open Geodata Portal upon update by an RPC.

Needs Improvement: Region does not provide adequate maps/data on time.

Complete this table prior to submitting the final report.

+ # Point and/or shapefiles of effective regional plan future land use maps uploaded to Vermont Center for Geographic Information (VCGI) portal that meet VCGI standards	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no or n/a, please explain
* Point and/or shapefiles uploaded within 60 days of adoption	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no please explain
** Region's future land use maps are available to all users statewide	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain

4.B. GIS - MUNICIPAL ZONING MAP MAINTENANCE. Submit and maintain adopted municipal zoning district GIS files produced or received by the RPC for access through the Vermont Open Geodata Portal.

Needs Improvement: Region does not upload maps/data produced or received by the region on behalf of the municipality.

Complete this table prior to submitting the final report.

Results Based Accountability Symbol Key:

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† Shapefiles of effective zoning maps uploaded to Vermont Center for Geographic Information (VCGI) portal by RPC upon adoption if produced or received by the RPC.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no or n/a, please explain
* Shapefiles uploaded meet VCGI standards	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain.
** Effective zoning maps are available to all users statewide to inform policy and administration and can be updated as zoning maps are amended	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain

ZONING UPLOADS REPORTING TABLE

Municipality	Description

4.C. GIS – DESIGNATION MAPPING. Provide mapping technical assistance for municipal designated area applications and approvals.

Needs Improvement: Region does not submit shapefiles at the request of the municipality or DHCD.

† Shapefiles of approved designated areas in the region are prepared by RPC staff, submitted to DHCD, and uploaded to Vermont Center for Geographic Information (VCGI) portal by RPC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no or n/a, please explain
* Shapefiles uploaded meet VCGI standards for compatibility with the Vermont Planning Atlas	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain
** Maps of designated areas are available to all users statewide on the Planning Atlas to inform policy and administration and can be updated as zoning maps are amended	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain

Results Based Accountability Symbol Key:

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4.D. ACT 181 REGIONAL PLANNING COMMISSION STUDY. Complete the Act’s regional planning report (Section 50) to empower RPCs to meet state and municipal needs and begin necessary work for plan adoption by December 31, 2026.

Needs Improvement: VAPDA does not complete the report and does not initiate plan amendments.

<p>+ VAPDA completes the reports as outlined in the act and begins necessary regional planning work.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If no, please explain</p>
<p>* The reports offer clear and actionable recommendations that better integrate and implement municipal, regional, and State plans and policies and investments.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If no, please explain.</p>
<p>** The administration and general assembly can make better informed policy decisions based on VAPDA expertise and inputs.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If no, please explain</p>

4.E. STATEWIDE PLANNING PROJECTS SUPPORT & COOPERATION. Cooperate with and support the Department of Housing & Community Development, Natural Resources Board/Land Use Review Board, and other organizations’ work on statewide significant planning initiatives and conferences, such as the Land Bank Study, Affordable Housing Development Regulatory Incentives Study, and forthcoming NRB/LURB guidance and rulemaking.

Needs Improvement: VAPDA participates and offers support to fewer than three of the projects.

<p>+ RPC staff attend statewide significant conferences and participate (as invited by VAPDA) in studies.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	<p>If no, please explain</p>
	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If no, please explain</p>
	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If no, please explain</p>
	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

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* VAPDA's participation improves these projects through useful, clear feedback and input.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
** Policymakers can make better informed decisions based on VAPDA expertise and inputs.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain

4.F. REGIONAL PLANNER MEET-UP. VAPDA hosts a bi-annual half-day meetup of the land use planning staff in partnership with DHCD.

Needs Improvement: Less than 1 meetup is held.

+ VAPDA assigned host for biannual annual meetups (in coordination with DHCD) and individual RPCs send staff to attend the meetup	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
+ Host assists DHCD in preparing meet-up agenda and program	<input type="checkbox"/> Yes <input type="checkbox"/> No	
* Staff attended meetup to share information on need-to-know projects, programs, lawmaking, success stories; conduct skill-building on best practices; and undertake collective problem-solving.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
** Regional planners are more informed and connected.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain

REGIONAL PLANNER MEETUP REPORTING TABLE

Tentative Timing	Host RPC (If applicable)	RPC Attended? Y/N
Fall	TBD	
Spring	TBD	

4.G HOUSING PRODUCTION DATA COLLECTION METHODOLOGY REPORT. Assist DHCD in developing a data standard/methodology and workflow to create an accurate and up-to-date database to track the number of new dwelling units being developed statewide, by housing type and location, using existing data sources (e.g. E-911) -- including recommendations for improved data and frequency of updates. This task may be assigned to at least two regions by VAPDA.

Results Based Accountability Symbol Key:

+ = How much was done? * = How well was it done? ** = Is anyone better off?

State of Vermont Agency of Commerce and Community Development

Dept. of Housing and Community Development Grant Agreement with **Central Vermont Regional Planning Commission** 07110-RPC-2025-04

Needs Improvement: Report not produced

Complete this table prior to submitting the final report.

<p>+ VAPDA assigns responsibility to at least 2 regions by August 1, 2024 and responsible RPCs submit the jointly produced methodology by December 31, 2024.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	<p>If yes, identify regions here If no, please explain n/a = assigned to another region</p>
<p>* The methodology draws from the expertise of VHFA and relevant State agencies (VCGI, ACCD, E-911, Tax); evaluates the attributes and reliability of existing, available data sources; includes recommendations to improve the usefulness of existing, available data sources; and recommends possible data standards, frequency of updates, methods and workflows that would allow the State and regions to collaborate and sustain a housing production database.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	<p>If no, please explain n/a = assigned to another region</p>
<p>* Data managers at the State and RPCs will know what is needed to improve data and accurately track new dwelling units by type and location and sustain a database able to track change over time.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	<p>If no, please explain n/a = assigned to another region</p>

5. CORE FUNCTIONS & IMPLEMENTATION ASSISTANCE

5.A. VAPDA ANNUAL REPORT. Work on statutory duties as determined by regional priorities. Report results in individual contract reporting and individual annual reports (use common reporting elements for consistency, e.g.: regional planning implementation projects/activities, municipal technical assistance, community and economic development, state designations, brownfields, disaster and resilience, housing, public health, emergency preparedness, transportation, water quality, energy, intermunicipal regional services, etc.).

Needs Improvement: Individual report of FY24 (the prior State fiscal year's) Regional Plan implementation actions not completed by 9/30/2024.

<p>+ # and type of municipal assistance provided (map included in report)</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If no, please explain</p>
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Results Based Accountability Symbol Key:

+ = How much was done? ***** = How well was it done? ***** = Is anyone better off?

State of Vermont Agency of Commerce and Community Development

Dept. of Housing and Community Development Grant Agreement with **Central Vermont Regional Planning Commission** 07110-RPC-2025-04

<p>‡ # and type of major regional planning and implementation efforts (list or description in report, including equity and environmental justice activities previously reported as a separate work plan item)</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If no, please explain</p>
<p>* Individual report of FY24 Regional Plan implementation actions included in the annual report developed on time.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If no, please explain</p>
<p>* Other measures as included in annual report</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If no, please explain</p>
<p>✱ Work of RPC is documented in a way that communicates statewide accomplishments of all RPCs</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If no, please explain</p>

6. HOUSING RESOURCE NAVIGATION

(Special, one-time funds split evenly among the regions, unspent funds may carry into FY25, but retainage withheld until RPC expends funds)

6.A. HOUSING RESOURCE NAVIGATION. Pursuant to Section 15a of the HOME Act 47 and the Budget Act of 2023, VAPDA will provide housing resource navigation to work with municipalities, regional and local housing organizations, and private developers to identify housing opportunities, match communities with funding resources, and provide project management support.

Needs Improvement: No activities were documented.

<p>‡ Housing navigation activities listed below</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><i>If no, please explain</i></p>
<p>* Activities including planning for and implementation of the local and regional plans and/or support recovery</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><i>If no, please explain</i></p>
<p>✱ Work of RPC is documented</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><i>If no, please explain</i></p>

HOUSING NAVIGATION REPORTING TABLE

Activity	Description/Deliverable	Municipality
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Results Based Accountability Symbol Key:

‡ = How much was done? * = How well was it done? ✱ = Is anyone better off?

State of Vermont Agency of Commerce and Community Development
Dept. of Housing and Community Development Grant Agreement with **Central Vermont Regional Planning Commission** 07110-RPC-2025-04

		(if applicable)

Results Based Accountability Symbol Key:

⊕ = How much was done? * = How well was it done? ⚡ = Is anyone better off?

AGREEMENT BY AND BETWEEN
MOUNT ASCUTNEY REGIONAL COMMISSION
and CENTRAL VERMONT REGIONAL PLANNING
COMMISSION
#CVRPC-2024VTBFLDS

WITNESSETH:

1. **Parties:** This is an Agreement for services between the Mount Ascutney Regional Commission, a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 38 Ascutney Park Rd., Ascutney, VT 05030, hereinafter called “MARC”) and **Central Vermont Regional Planning Commission** with principal place of business at **29 Main Street, Suite 4, Montpelier, VT 05602**, hereinafter called “SUB-RECIPIENT”). It is the SUB-RECIPIENT’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the SUB-RECIPIENT is required to have a Vermont Department of Taxes Business Account Number.
2. **Scope of Work:** The subject matter of this Sub-Grant Agreement is for the implementation of Vermont’s Brownfield program by providing assessment funding to recognized brownfield sites in the State. The funding for this program is made possible through grant funding from Vermont Agency of Commerce and Community Development, Department of Economic Development, pursuant to MARC’s obligations under the State Brownfields Revitalization Grant agreement #07120-BRF-FY23SP-13. The tasks and obligations of the SUB-RECIPIENT, including reporting requirements, are described in Attachment A.
3. **Maximum Amount:** In consideration of the services to be performed by SUB-RECIPIENT, the MARC agrees to pay SUB-RECIPIENT, in accordance with the payment provisions specified in Attachment A. The maximum sum will be determined based on progress made by SUB-RECIPIENT on encumbering prior funding disbursed to SUB-RECIPIENT. See Attachment A for additional information on installment amounts.
4. **Source of Funds:** State Funds.
5. **Term of Agreement:** This Agreement shall begin on January 1, 2024, by the Parties. SUB-RECIPIENTs shall complete all work and disburse all funding by June 30, 2025.
1. **Payment Schedule:** Initially, each participating SUB-RECIPIENT may receive up to \$##### based on progress made with FY24 funding. These funds shall be used to hire Qualified Environmental Professionals and for administrative services performed by the SUB-RECIPIENT. The maximum allowable reimbursement for these administrative services is 9% of the disbursed amount by the SUB-RECIPIENT. Additional installments may be requested by the SUB-RECIPIENT. See Attachment A for additional information on installment amounts and payment provisions.
2. **Financial Records:** SUB-RECIPIENT shall maintain financial records in accordance with generally accepted accounting procedures (GAAP) and make these records available to the State upon request. Upon request of the State, SUB-RECIPIENT will provide further information to the State at any time during this Grant, if the State determines that such information is necessary to better assess the effectiveness of this Grant.

3. **Assignment of Sub-Grant:** The SUB-RECIPIENT agrees this obligation is not assignable.
4. **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 MARC and SUB-RECIPIENT.
5. **General Guarantee:** The SUB-RECIPIENT shall perform all work in a professional manner and accurately collect and transmit all data gathered pursuant to this Agreement.
6. **Cancellation:** This Agreement may be canceled by either party by giving written notice at least thirty (30) days in advance. If SUB-RECIPIENT fails to perform in accordance with the Sub-Grant Documents, MARC may cancel the Sub-Grant. If it chooses to cancel the Sub-Grant, MARC shall pay the SUB-RECIPIENT for all work performed to date, minus any sums it expends to correct defective work and expenses, costs damages and legal fees it incurs in curing the defective work and completing the project.
7. **Grant Agreement:** SUB-RECIPIENT recognizes that this Agreement is subordinate to and governed by a grant agreement MARC received from the State of Vermont (ACCD/DED). SUB-RECIPIENT warrants that it is familiar with the requirements of the dominant grant agreement and shall perform all work in accordance with the requirements of said agreement, specifically including Attachment C, Standard State Provisions for Contracts and Grants and the specific requirements contained in the next ten subsections of this Agreement.
8. **Vermont Law.** This Agreement shall be construed under the laws of the State of Vermont and may be modified or amended only by a written instrument executed by both MARC and the SUB-RECIPIENT.
9. Contact persons for this Agreement:

MARC

Cindy Ingersoll

Phone: 802-674-9201

E-mail: cingersoll@marcvt.org

SUB-RECIPIENT:

Phone:

E-mail:

Attachments: This Agreement consists of 3 pages plus the following attachments which are incorporated herein:

- Attachment A — Scope of Work to be Performed and Payment
- Attachment B — MARC Provisions & Installment Request Form
- Attachment C — Standard State Provisions for Contracts and Grants
- Attachment D — Other State Provisions
- Attachment E — Project Information Form

Flow Down: Attachment C and D contain Standard State grant agreement language which refer specifically to MARC’s grant with ACCD/DED. All State and Federal requirements, if any, flow down to the SUB-RECIPIENT regardless of specific applicability.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS AGREEMENT.

Mount Ascutney Regional Commission:

By: _____

Date: _____

Sub-Recipient:

Organization Name: _____ Mount Ascutney Regional Commission _____

By: _____

Its Duly authorized agent

Date: _____ 4-15-2024 _____

DRAFT

ATTACHMENT A

SCOPE OF WORK TO BE PERFORMED and PAYMENT PROVISIONS

1. The participating SUB-RECIPIENT agrees to work cooperatively with the Mount Ascutney Regional Commission, (MARC), Vermont Department of Environmental Conservation (DEC), and the Agency of Commerce and Community Development (ACCD).
2. The SUB-RECIPIENT agrees that these funds can only be used for [Brownfields Reuse and Environmental Liability Limitation Act program \(BRELLA\)](#) eligible projects (Attachment E). Funds are provided to the SUB-RECIPIENT to support the provision of services and completion of products specifically described in this agreement and Attachment A and must be used in a manner that conforms to all relevant State standards, relevant rule, policy, procedure, or practice hereto.
3. The SUB-RECIPIENT will use the 'Brownfields Revitalization Assessment Grant Program-Project Information Form' provided in Attachment E for each project seeking funding. The SUB-RECIPIENT will submit the form to their designated Vermont DEC Brownfield Coordinator for review and comment.
4. **Brownfield Promotion:** The SUB-RECIPIENT shall demonstrate participation and community engagement by attending and participating in Brownfield related meetings and events, sponsored by ACCD as they relate to this grant program. The SUB-RECIPIENT will work with ACCD and the DEC in promoting the brownfield programs and funding opportunities available to leverage State and Federal program opportunities to potential applicants. The SUB-RECIPIENT will advocate for projects that align with the eligibility criteria of ACCD's Brownfield Revitalization Fund - State Program: Notice of Funding Opportunity anticipated to have the greatest demonstrable economic impacts
5. **Fund Disbursement:** Disbursement of grant funds will be in one or more installments using the 'Installment Request Form' in Attachment B. The first installment shall be paid upon execution of this Agreement and based on the status of remaining FY23 funding. SUB-RECIPIENT may receive an initial installment of up to \$#####.00 based on disbursement and encumbrance of FY23 funding. Additional installments may be made to the requesting SUB-RECIPIENT for a mutually agreed upon amount upon approval by MARC. The amount and timing of additional installments will be based on the disbursement and encumbrance of funding received to date and on the plan for encumbrance of the requested funding.
6. **Reallocation of Funding:** On or before December 31, 2024, SUB-RECIPIENT will provide a status report on the expenditure or encumbrance of the grant funds received to date. The SUB-RECIPIENT shall provide to MARC a mutually agreeable plan detailing the anticipated expenditure and encumbrance of any remaining funds. If the SUB-RECIPIENT cannot demonstrate, to the satisfaction of MARC, that SUB-RECIPIENT's remaining balance of grant funds can be expended or encumbered by March 30, 2025, then MARC reserves the right to recover the remaining funds for reallocation to other participating SUB-RECIPIENTS on a date to be determined.
7. **Return of Grant Funds:** On or before June 1, 2025, SUB-RECIPIENT will provide a final report on the expenditure and encumbrance of all grant funds received to date. The SUB-RECIPIENT will return to MARC any unexpended or unencumbered funds as of June 15, 2025.
8. **Notification of Return of Grant Funds:** SUB-RECIPIENT will be notified in writing if they are to return all unencumbered funds with a date by which the funds must be received by MARC.

- 9. Performance Progress Reporting:** SUB-RECIPIENT shall provide progress reporting to MARC using a 'Brownfields Assessment Program Progress Report' template to be provided. Reports will include current program status on each brownfield site, project type, subcontract status, project cost and program disbursements including grant administration to-date and brief project narrative. Reports are to be submitted according to the following schedule. Incomplete reports will be returned.
- a. Quarter ending 3/31/2024, progress reporting shall be submitted on or before April 30, 2024;
 - b. Quarter ending 6/30/2024, progress reporting shall be submitted on or before July 30, 2024 along with a plan for encumbering remaining funds;
 - c. Quarter ending 9/30/2024, progress reporting shall be submitted on or before October 31, 2024;
 - d. Quarterly reporting must continue until all funds have been disbursed and expended and a final report shall be submitted no later than June 1st, 2025 or 45 days following the date all of the funds have been expended, whichever comes first, at which time any additional reporting will be determined.
- 10. Attribution:** Attribution shall be made to the State in all publications, i.e., newsletters, press releases, event promotions, webpages, programs, etc.

Attribution shall read: *This (activity to be filled in specific to the publication) of (RPC NAME) is made possible in part by a grant from the State of Vermont through the Agency of Commerce and Community Development, Department of Economic Development.*

ATTACHMENT B**MARC PROVISIONS**

1. SUB-RECIPIENT must provide a Certificate of Insurance with Mount Ascutney Regional Commission and State of Vermont and its agencies, departments, officers and employees, as additional insured along with this signed agreement.
2. SUB-RECIPIENT must provide a current and completed W9 along with this signed agreement.
3. SUB-RECIPIENT must provide a signed subgrant agreement with their first request for Installment Form per.
4. SUB-RECIPIENT must provide a current progress report on expended and encumbered funding to-date, anticipated contracts in progress, and plan for encumbrance of requested funding along with all requests for installments. Approval for additional installments will consider compliance with prior progress reporting.
5. SUB-RECIPIENT must provide MARC with a completed 'Final Performance Report' no later than June 1st, 2025, or 45 days following the date all of the funds have been expended, whichever comes first.
6. SUB-RECIPIENT can access forms and resources at <https://marcvt.org/brownfields-revitalization-assessment-program-for-rpcs/>.

MARC STATE BROWNFIELD GRANT
REQUEST FOR INSTALLMENT

DATE: _____

INVOICE TO: Mount Ascutney Regional Commission
State Brownfield Revitalization Grant – Assessment
cingersoll@marcvt.org

INSTALLMENT #: _____

SUB-AGREEMENT #: _CVRPC-2024VTBFLDS_____

PAYABLE TO: _____

TOTAL AMOUNT DUE: _____

The following have met:

- A fully executed agreement has been received
- A Certificate of Insurance has been submitted to MARC
- A W9 has been submitted to MARC
- A Current Progress Report has been submitted

Authorization to Pay:

ATTACHMENT C
STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

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 this 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.

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 if 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.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

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 this 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 this Agreement, 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. 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 the continental United States, except with the express written permission of the State.

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 this 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 this 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 12 ("Location of State Data"); 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 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

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. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. 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.

25. 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.

26. 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.

27. Termination:

- 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. 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.

28. 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.

29. No Implied Waiver of Remedies: Either 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.

30. 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.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** 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 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 accordance with 2 CFR 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.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If 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.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D
OTHER STATE PROVISIONS

1. **Cost of Materials:** Grantees will not buy materials and resell to the State at a profit.
2. **Copyright:** Any material produced in whole or in part under this Agreement may be subject to copyright by Grantee. However, Grantee grants the Agency, its Departments, Divisions, agents and assigns, a royalty-free, non-exclusive, perpetual, and irrevocable license to use, publish, disclose, distribute, modify, adapt, reproduce, and display, in whole or in part, such copyrighted materials prepared under this Agreement, for all purposes, by any means and methods, and in all known and hereafter existing media, medium, and technology, except as may be limited by any provision of law. To the extent the Grantee grants such uses of copyrighted material to the State, the Grantee shall document and provide to the State the precise terms of the licensed use granted to the State by the owner of the copyright.
3. **Grantee's Liens:** Grantee will discharge any and all grantors or mechanics' liens imposed on property of the State through the actions of sub-grantors.

(End of Other State Provisions)

ATTACHMENT E

Brownfields Assessment Revitalization Grant Program Project Information Form (5-18-2023)

A. APPLICANT (RPC) INFORMATION

1. Name of Applicant:
2. Applicant contact person for purposes of application: _
3. Applicant address: -
4. Applicant phone number: -
5. Applicant e-mail address: -
6. Applicant's legal interest in the property to be redeveloped:
 - Owner Prospective Purchaser None (The applicant has no relationship with the owner nor any prospective purchaser other than that one or more of these parties has requested the Applicant's support to conduct brownfields site investigations or corrective action planning.)

Confirm that applicant or the applicant's qualified environmental professional is authorized to access the property to perform the work for which assistance is sought (attach completed property access agreement)

B. PROPERTY INFORMATION

1. Name and address of property owner, if owner is not the applicant:
2. Interest in the property to be redeveloped:
 - Reuse by Owner Reuse by Private Purchaser Reuse by Public Entity Other

If Other: _____

3. Property address and SPAN:
4. Brownfields Site Name (if different than address):
5. Size of property (in acres):
6. VTDEC Sites Management Section (SMS) Site Number for property:
7. VTDEC Site Project Manager (if known):

C. REQUESTED FUNDING

1. Type of eligible project work being requested:

- Phase I ESA
- Phase II ESA
- Supplemental Assessment: _____
- Site Specific Quality Assurance Project Plan (SSQAPP)
- Hazardous Building Materials Assessment (HBM)
- Evaluation of Corrective Action Alternatives (ECAA)
- Corrective Action Planning Activities (CAP)
- Other*

**If other, please explain:*

Provide detailed scope of work as a separate file attachment, if available.

2. Is the project site eligible to participate in VT DEC Brownfields BRELLA program?

YES NO Unsure

If NO, has an application & fee been transmitted? YES NO

If YES, please attach copy of application.

3. Estimated cost of requested work:

4. Briefly describe any previously completed environmental investigation work at the site:

5. Check box that best describes anticipated reuse:

- Housing
- Commercial
- Mixed Use
- Industrial/Manufacturing
- Park/Greenspace
- Blight Elimination/Environmental Justice
- Municipal Use
- Health/Recreation
- Other List Re-use: _____

6. Briefly describe the planned or intended re-use of the site and any revitalization plans that have been done (submit reuse plans if available). Include # housing units, # and sq. ft. of commercial space and anticipated uses, anticipated # jobs, estimated redevelopment cost, secured funding for redevelopment, redevelopment partners)
(Note that this general question can be broken down into sections per ACCD preference)

Please email this completed form to:

sarah.bartlett@vermont.gov and copy cingersoll@marcvt.org

IMPORTANTLY: All project review requests submitted to DEC/Sarah Barlett must have the following subject heading in the submission email (NO MORE, NO LESS).

"ACCD BROWNFIELDS ASSESSMENT PROJECT REVIEW REQUEST"

Otherwise, your request could get buried and your review will be delayed.

DRAFT



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

VERMONT DEPARTMENT OF PUBLIC SAFETY

FEDERAL PROGRAM TITLE
Emergency Management Performance Grant FY24

AGREEMENT WITH
Central Vermont Regional Planning Commission
Agreement #02140-31047C-004

Award Amount: \$46,789.00

DPS Financial Office Use Only

- Unique Entity ID# Checked on SAM.gov Date: 8.29.24 Initials: NT
Suspension and Debarment Exclusions Checked on SAM.gov Date: 8.29.24 Initials: NT
DPS Restricted Parties List Checked Date: 8.29.24 Initials: NT
Risk Assessment Completed Date: 8.29.24 Initials: NT
Subrecipient vs. Contractor Determination Form Completed Date: 8.29.24 Initials: NT
Single Audit Check & Delinquent SAR (VT Bulletin 5_Eligibility Query in VISION) Date: 8.29.24 Initials: NT
BGS Office of Purchasing & Contracting Debarment List Checked https://bgs.vermont.gov/purchasing-contracting/debarment Date: 8.29.24 Initials: NT
Certificate of Insurance Date: 8.29.24 Initials: NT
Executive Compensation Data Collected (if subaward \$30K or over) Date: 8.29.24 Initials: NT
Entered In: VT Grant Tracking (VISION) Date: Initials:
FFATA (if \$30K or over) Date: Initials:
FFATA Executive Compensation Amount (if required) Date: Initials:

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 #: 02140-31047C-004		² Original <input checked="" type="checkbox"/> Amendment # _____	
³ Grant Title: Emergency Management Performance Grant FY 24			
⁴ Amount Previously Awarded: \$		⁵ Amount Awarded This Action: \$ 46,789.00	
⁶ Total Award Amount: \$ 46,789.00			
⁷ Award Start Date: 10/01/2024		⁸ Award End Date: 09/30/2025	
⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
¹⁰ Supplier #: 43329		¹¹ Grantee Name: Central Vermont Regional Planning Commission	
¹² Grantee Address: 29 Main Street, Suite 4			
¹³ City: Montpelier		¹⁴ State: VT	¹⁵ Zip Code: 05602
¹⁶ State Granting Agency: Department of Public Safety			¹⁷ Business Unit: 02140
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$46,837.00 Description: 50% Match	
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 Identifier [UEI] #: L97JQHE86VX3		²² Indirect Rate: 90.01% <small>(Approved rate or de minimis 10%)</small>		²³ FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): 06				²⁵ R&D: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
²⁶ UEI Registered Name (if different than VISION Supplier 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

(includes subrecipient Global Commitment funds)

Required Federal Award Information

31 ALN#	32 Program Title	33 Awarded Previously	34 Award This Action	35 Cumulative Award	36 FAIN	37 Federal Award Date	38 Total Federal Award
97.042	Emergency Management Performance Grant FY24	\$0.00	\$46,789.00	\$46,789.00	EMB-2024-EP-05000	10/01/2023	\$2,762,968.00
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
³⁹ Federal Awarding Agency:		⁴⁰ 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	\$46,789.00	\$46,789.00			

SECTION IV - CONTACT INFORMATION

<p>STATE GRANTING AGENCY</p> <p>NAME: Nathalie Townsley TITLE: Financial Administrator PHONE: 802-272-0609 EMAIL: Nathalie.Townsley@vermont.gov</p>	<p>GRANTEE</p> <p>NAME: Keith Cubbon TITLE: Project Director PHONE: 802-229-0389 EMAIL: cubbon@cvregion.com</p>
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Part 2- Grant Agreement

Parties: This is a Grant Agreement between the State of Vermont, **Department of Public Safety (DPS)** (hereinafter called “State”), and the **Central Vermont Regional Planning Commission** (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 the 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: 03-0225677

Subject Matter: The subject matter of this Grant 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 *Grant Agreement Part 1-Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.

Grant Agreement Term: **State will not reimburse any expenses incurred prior to the execution date of this Grant 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 Grant 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 to the terms and conditions of this Grant 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 Grant Agreement (refer to Attachment B- Payment Provisions). Examples include changes in scope of work, budget modification, and change in Grant Agreement term (period of performance).

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

Attachments: This Grant Agreement consists of **25** 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-Grant Agreement
- ____ 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

Order of Precedence: Any ambiguity, conflict, or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:

- 1) Grant Agreement Part 1 and Part 2
- 2) Attachment C
- 3) Attachment D (if applicable)
- 4) Attachment E
- 5) Attachment A
- 6) Attachment B

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

STATE OF VERMONT
Department of Public Safety

SUBRECIPIENT
Authorized Representative

By:

By:

Signature
Commissioner/Deputy Commissioner

Signature
Printed Name: Christian Meyer

Date: _____

Title: Executive Director

Date: _____

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

3 VSA § 2222 (k) Law Enforcement Race Data Reporting Review

Signature

Title: Executive Director

Date: _____

ATTACHMENT A SCOPE OF WORK TO BE PERFORMED

REGIONAL PLANNING COMMISSIONS EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) – FEDERAL FISCAL YEAR 2024 SCOPE OF WORK FOR OCTOBER 1, 2024 – SEPTEMBER 30, 2025

The purpose of this document is to serve as guidance to assist Regional Planning Commissions (RPCs) in drafting applications for EMPG 2024 funding. Detailed descriptions of the work elements and associated tasks identified below, and staff hours will be required for applications to be considered complete. **Incomplete applications or applications requiring additional information will be returned for clarification.**

Each RPC applying under EMPG 2024 will be required to perform the work elements outlined below. Items listed under “Each RPC shall” must be referenced in all applications, while items listed under “Each RPC may” are allowable in applications, but not required. To receive reimbursement of the tasks accomplished, RPCs must follow the **Reporting Requirements** outlined under each work element.

In the application, RPCs should list which core capability gaps they are working on improving and/or sustaining for each task area in their Scope of Work, based on the 2023 State Preparedness Report (SPR) high priority Core Capabilities. . For further information on these core capabilities and the THIRA/SPR process, see the [FEMA Comprehensive Preparedness Guide 201](#), and the [FEMA website for Core Capability definitions](#). See the identified core capability gaps below:

- Planning
- Public Information and Warning
- Operational Coordination
- Physical Protective Measures
- Cybersecurity
- Supply Chain Integrity and Security
- Risk Management for Protection Programs and Activities
- Infrastructure Systems
- Long-Term Vulnerability Reduction
- Intelligence and Information Sharing

1. Technical Assistance and Education

RPCs will provide technical assistance and overall regional/ statewide coordination for emergency preparedness, response, mitigation, and long-term recovery.

RPCs are encouraged to work with their RPC counterparts to ensure trainings and/or exercises will be cross-jurisdictional and reach a wider audience. Courses or exercises which are coordinated between multiple RPCs can be claimed on each RPC’s quarterly report.

Venue, food, and drink costs for meetings are allowable expenses, but should be kept to a minimum. Food and drink costs must adhere to US General Services Administration per diem rates, per registered participants attending the meeting. The US General Services Administration per diem rates vary by location but are, at a minimum:

- Breakfast \$13
- Lunch \$15
- Dinner \$26

(Source: <https://www.gsa.gov/travel/plan-book/per-diem-rates>)

Each RPC shall:

- A. Coordinate with the VEM Regional Coordinator to schedule, develop, and conduct cross-functional emergency management related trainings and/or exercises to meet local needs.
- B. Participate (at least one individual per RPC) in monthly conference calls with VEM staff. (1 hour per meeting)
- C. Provide technical assistance for communities in emergency preparedness and hazard mitigation to include onboarding for EMDs and EMCs, and presentations for local officials.

Each RPC may:

- A. **Grant Applications:** Assist municipalities in applying for grant applications, as long as these administrative costs are not eligible under the grant. Assistance can include grants from the following:
- Homeland Security Grant Program
 - Building Resilient Infrastructure and Communities
 - Flood Mitigation Assistance
 - State Hazard Mitigation Program
 - Flood Resilient Communities Fund
 - all other grant application assistance must be approved by VEM.
- B. **ERAF:** Provide Local Emergency Relief Assistance Fund (ERAF) assistance to municipalities, to include but not limited to:
- National Flood Insurance Program (NFIP) compliance to include:
 - Supporting towns with NFIP or River Corridor bylaw development, updates, or compliance
 - Supporting towns in joining NFIP or Community Rating System (CRS)
 - Participating in floodplain manager trainings
 - Participating in NFIP re-mapping processes
 - Local Hazard Mitigation Plan (LHMP) development assistance if there is no other funding assistance for LHMP development.

EMPG funds may not be used for the following tasks:

- RPCs can apply on behalf of towns for Local Hazard Mitigation (LHMP) development, however FEMA will not cover their indirect rate for staff hours. EMPG funds can be used for developing hazard mitigation project applications for municipalities. If a town asks an RPC for LHMP grant development assistance, the RPC should forward their request to the VEM Hazard Mitigation Team. The Hazard Mitigation Team can assist towns with application development and will apply on behalf of towns.
 - If there is any Hazard Mitigation Assistance (HMA) funding for a town to develop an LHMP, EMPG cannot be used to assist that town with LHMP development. If there is funding through HMA, there should be no duplication of billing to other federal sources.
- C. **Training Attendance:** Attendance at trainings that allow RPCs to better assist their municipalities with the above programs. Trainings external to VEM will need to be approved by the EMPG subgrant manager (DPS.EMPGGroup@vermont.gov) prior to registration and attendance.
- D. **Hazard Mitigation Regional Support:** Provide regional support for the creation and adoption of Local Hazard Mitigation Plans. This work may include items such as:
- Developing a Local Hazard Mitigation Plan template that identifies regional hazards, meets FEMA's minimum requirements, and simplifies the process for towns to adopt a Local Hazard Mitigation Plan.
 - Developing local stakeholder lists that include local and regional agencies involved in hazard mitigation activities; entities that have the authority to regulate development; neighboring communities; representatives of businesses, schools/academia, and other private organizations that sustain community lifelines; and representatives of nonprofit organizations including community-based organizations that work directly with or provide support to vulnerable populations or frontline communities.
- E. **State Emergency Management Initiatives:** Provide local and regional coordination and support; partnering with VEM Regional Coordinators and other stakeholders to meet RPC and state emergency management initiatives. This may include:
- i. Staff participation at the Stakeholder Preparedness Review, Integrated Preparedness Planning Workshop, Annual Vermont Emergency Preparedness Conference, and Spring Flood Seminar.
 - ii. Assisting in regional needs assessments.
 - iii. Support the State Emergency Response Commission (SERC) as the RPC representative or designee. Only select RPCs should be budgeting for this.

- iv. Support the Local Emergency Planning Committee (LEPC) as the REMC representative. Only RPCs whose REMCs have not yet appointed an REMC representative should be budgeting for this.
- v. RPCs can budget a small amount of time for SERC/LEPC meeting minute review.

F. Additional Local Support: Provide coordination and support to local entities.

- i. Technical support and outreach to local/regional emergency management teams. RPCs cannot use these funds to serve as a board member unless that role has been pre-approved by the EMPG subgrant manager (dps.empgggroup@vermont.gov). No more than 8 hours per quarter can be spent directly working with State Employees external to Vermont Emergency Management
- ii. Direct requests and invitations. Understanding that many requests for assistance (from VEM and/or local contacts) will come throughout the year and cannot be 100% accurately represented in the application up front, RPCs are asked to build their budget and staff time as best as possible based on known or anticipated assistance which will be required in the coming grant cycle.

Reporting Requirements:

- i. For any trainings not scheduled through the Learning Management System, provide verification of the training (i.e. course announcement, sign-in sheet), on a quarterly basis.
- ii. Submit the [Food and Drink Per Diem Form](#) with quarterly reimbursement requests if food or drink was purchased for meetings that quarter.
- iii. Provide a summary of hours expended, meetings attended or hosted, pending trainings and exercises, and the topic and communities/ partners support was provided to in each quarterly report.

2. Regional Emergency Management Committee

Regional Planning Commissions will continue implementing the overall Regional Emergency Management Committee (REMC) program developed by VEM.

Each RPC shall:

- a. Build and support membership, and plan and coordinate long-term REMC goals and activities.
- b. Perform administrative tasks for the REMC including scheduling meetings, sending invitations, securing a location, soliciting presenters, and completing requirements of Vermont's Open Meeting Law. A minimum of 4 REMC meetings will be held each year.
- c. Provide VEM with a link to a website where meeting minutes and agendas can be accessed.
- d. Support REMC activities in emergency planning and preparedness to improve local preparation for, response to, and recovery from all-hazard disasters.

Reporting Requirements:

- i. Provide a summary of hours expended, meetings attended or hosted, and the communities/ partners involved in each quarterly report.
- ii. Submit the [Food and Drink Per Diem Form](#) with quarterly reimbursement requests if food or drink was purchased for meetings that quarter.

3. Statewide Emergency Response Preparation

The tasks identified within this section (Statewide Emergency Response Preparation) are intended to train and prepare RPC staff to serve the role of Local Liaison and/or State Emergency Operations Center (SEOC) staff during real world emergencies. During real world emergencies, the VEM/RPC MOA serves as the mechanism for work scope and payment to the RPCs for the assistance of RPC staff in carrying out the State's duties in performing certain emergency management functions. All work related to training and exercising for those roles should be covered under this EMPG RPC Subgrant.

RPCs will ensure two individuals are identified in the EMPG Subgrant application and in the EMPG Quarterly Reports that may operate within the SEOC during and outside of normal business hours. To ensure an appropriate statewide level of response can be attained, RPCs will assist VEM in providing staff to the SEOC during activations (exercises or actual

events). To this end, RPCs will need to ensure their staff members are appropriately trained and obtain experience in supporting the SEOC. VEM will work with identified RPC staff to determine appropriate SEOC role within the Planning and Situational Awareness Sections.

RPCs will also identify a minimum of three staff that will act as Local Liaisons in the EMPG Subgrant application and in the EMPG Quarterly Reports. Staff identified as Local Liaisons can be different than the staff identified to serve in the SEOC. RPCs will provide any appropriate updates for Local Liaison staff or SEOC staff (at a minimum in the Quarterly Reports) to ensure contact information is up to date.

Each RPC shall:

- a. Ensure each of the two individuals identified as SEOC support is trained to the SEOC Section Staff level for Planning or Situational Awareness sections in accordance with the June 2023 SEOC Training Policy. Only individuals identified as SEOC support shall complete these trainings.
- b. Ensure each of the three individuals identified as a Local Liaison is familiar with the Local Liaison reporting process. RPCs may reach out to the VEM Planning Section to provide an overview of the Local Liaison process to any RPC staff identified as a Local Liaison.
- c. Ensure that by the end of the award period of performance, at least one individual (of the two qualified individuals identified) has GIS experience sufficient to serve as an Information Analysis Unit Leader in the SEOC. Other roles will be determined based on SEOC need. RPCs should budget a maximum of 40 hours total for each of the 2 identified staff members to complete trainings as identified in the SEOC Training Curriculum.
- d. Budget a total of 16 hours for individuals identified as SEOC support or Local Liaisons to participate in one SEOC exercise per year. Participation over this amount will be completed as funding allows.
- e. Participate in after action meetings and in the improvement planning process for any SEOC activations in which you were involved. This may include meetings and/or conference calls relating to Local Liaison activations or exercises/ incidents which required RPC personnel within the SEOC. Budget 8 hours.

Reporting Requirements:

- i. Provide verification of RPC points of contact (even if no change) in each quarterly report, or as changes occur. Notifying VEM of changes to points of contact should not wait until the quarterly report, but at a minimum should be updated quarterly. RPCs shall ensure both Local Liaisons and SEOC staff are identified. Minimum contact information should include name, phone, email, and roles the individual can fill in the SEOC (must be within Planning or Situational Awareness). Provide number of hours (based on the number of training hours per course) each staff member use towards this task.
- ii. Provide the number of hours and staff participation in State AAR/IPs in each quarterly report.

**ATTACHMENT B
PAYMENT PROVISIONS**

The State agrees to compensate the Subrecipient for services performed, up to the Federal share amount stated below, provided such services are within the scope of the Agreement and are authorized as provided for under the terms and conditions of this Agreement.

Budget Detail:

Salaries and Benefits	\$ 48,785.00
Contractual	\$
Supplies	\$
Travel & Mileage	\$ 750.00
Equipment *	\$
Other Costs	\$ 180.00
Indirect Cost **	\$ 43,911.00
Total Federal Share	\$ 46,789.00
Total Non-Federal Share (Match)	\$ 46,837.00

The Subrecipient agrees that grant funds awarded under this agreement 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.

** Current Rate Approval Letter (under 2 CFR 200.332(a)(4)) **and cost policies demonstrating items included in indirect rate** 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.

During the performance of this Grant Agreement, any of the cost categories may be increased or decreased by up to 10% of the total award amount with prior written approval from the DPS Finance Office. Approval will be given provided:

1. It is within the Total Award Amount in effect at the time of the adjustment.
2. It does not change the Scope of Work in Attachment A.

Modifications outside of what is outlined above will require an official amendment.

PROGRAMMATIC REPORTING REQUIREMENTS:

- Under 2 CFR 200.329 (e) *Significant Developments*: Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the subrecipient **must** inform DPS *as soon* as the following types of conditions become known:
 1. Problems, delays, or adverse conditions which will *materially impair* the ability to meet the objective of the award. This disclosure **must** include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

¹ 2 CFR § 200.313 (d)(1)

² 2 CFR § 200.313 (d)(2)

2. Favorable developments which enable meeting time schedules and objectives *sooner or at less cost* than anticipated or producing *more or different beneficial results* than originally planned.
 - The subrecipient **must** certify in writing to DPS at the end of the award that the project or activity was completed, or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Federal award must be adjusted.
 - Changes in principal personnel or scope of effort **must** receive the prior written approval of DPS.

The subrecipient must submit programmatic reports using either the DPS Subgrant Progress Report Form or another format that includes all information required on the DPS form. The reporting periods are October 1 – December 31 (due January 30), January 1 – March 31 (due April 30), April 1 – June 30 (due July 30), and July 1 – September 30 (due October 30).

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 Grant Agreement funds:

- Reimbursement in arrears of expenditures with attached documentation. The 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. Subrecipient must submit the DPS Financial Report Form with detailed documentation of incurred expenses marked "Goods/Services received, not paid." DPS will process and make payment to Subrecipient. Next, the Subrecipient **MUST** make payment to the vendor and provide DPS proof of such (i.e. copy of cancelled check) within ten (10) days of receipt of the State of Vermont payment. Subrecipients may receive cash advance however they may be required to deposit funds in an interest-bearing account and possibly return interest earned more than \$500 per year (see 2 CFR §200.305(b)(8)). Any interest earned must be reported to the Department of Health and Human Services, Payment Management System.

Requests for reimbursement, or payment, must be made using the DPS Financial Report Form (DPS Form ADM-116a), and must be supported 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: Nathalie Townsley

Via mail: Vermont Department of Public Safety/Financial Office
45 State Drive
Waterbury, VT 05671-1300

Via fax: 802-241-5553

Via email: DPS.EMPGGroup@vermont.gov

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

CLOSEOUT:

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 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 DECEMBER 7, 2023

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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. 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 regarding its performance under this 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:

- A.** 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.
- B.** 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.
- C.** The Party shall indemnify the State and its officers and employees if 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.
- D.** Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by

the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: [https://aoa.vermont.gov/Risk- Claims-COI](https://aoa.vermont.gov/Risk-Claims-COI).

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 this Agreement, including but not limited to bills, invoices, progress reports, and other proofs of work.

10. False Claims Act: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) 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. Use and Protection of State Information:

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
 - i. take reasonable precautions for its protection;
 - ii. not rent, sell, publish, share, or otherwise appropriate it; and
 - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
 - i. strictly maintain its confidentiality;
 - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
 - i. industry-standard firewall protection;
 - ii. multi-factor authentication controls;

- iii. encryption of electronic Confidential State Data while in transit and at rest;
 - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;
 - vi. training to implement the information security measures; and
 - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential 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 the United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

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 this 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, and shall include this provision in all subcontracts for work performed in Vermont. 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. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: Party certifies under the pains and penalties of perjury that, as of the date this 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.

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 this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. 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), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

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 12 ("Confidentiality and Protection of State Information"); 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 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

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. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

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: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.*

25. 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 lockouts) ("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.

26. Marketing: Party shall not use the State's logo or otherwise 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.

27. Termination:

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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party 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. 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.

28. 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.

29. No Implied Waiver of Remedies: Either 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.

30. 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.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** 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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. 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 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.
- C. Mandatory Disclosures:** In accordance with 2 CFR 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.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, 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.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

**ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS;
DRUG-FREE WORKPLACE REQUIREMENTS; PROCUREMENT; ORGANIZATIONAL AND FINANCIAL REQUIREMENT;
FOLLOWING SUBRECIPIENT PROCEDURES; 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 200.327.

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 re used when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

5. ORGANIZATIONAL AND FINANCIAL REQUIREMENTS

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.
 - a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing, and other review controls.
 - b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.
2. Subrecipients must have an adequate system of internal controls which:
 - a. Presents, classifies, and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except that records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three year period, whichever is later.
 - b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and conditions. These internal controls should be in compliance with the 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. Provides information for planning, control, and evaluation of direct and indirect costs;

³ 2 CFR § 182

⁴ 2 CFR § 200.318(c)(1)

- d. Provides cost and property control to ensure optimal use of the grant funds;
 - e. Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.
3. Notification of Organizational Changes Required:
- a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
 - i. having new or substantially changed systems
 - ii. having new compliance personnel
 - iii. loss of license or accreditation to operate program
 - iv. organizational restructuring.

6. FOLLOWING SUBRECIPIENT PROCEDURES:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing and inventory control in accordance with 2 CFR 200 Subpart E, 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: 2 CFR 200 § 302 Financial Management

7. 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.

8. 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 the Subgrantee /Contractor or its employees, when known, must be disclosed in writing to the Department.

ATTACHMENT E FUNDING SOURCE SPECIAL CONDITIONS

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

Article I - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article II - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article III - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article IV - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article V - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VIII - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article IX - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R.

Part 7.

Article X - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R.

Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XI - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.)

12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIII - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XIV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with

existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVI - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVII - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XVIII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XIX - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XX - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXI - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXII - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIII - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance:

<https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXIV - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXV - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means

within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXVIII - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXIX - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXX - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXI - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXII - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIII - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIV - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO. To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

Article XXXV - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVI - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVII - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXVIII - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXIX - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XL - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLI - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLII - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant programs

Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIII - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant

documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLIV - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XLV - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVI - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLVII - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - 1.) Procure or obtain;
 - 2.) Extend or renew a contract to procure or obtain; or
 - 3.) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i.) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii.) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii.) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See Public Law 115-232, section 889 for additional information.
- d) See also §200.471.

This Grant 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

**LDD Contract for NBRC Catalyst Grant
City of Barre, Vermont
with the
Central Vermont Regional Planning Commission**

General Contract for Services

This contract for Services is made effective as of October 1, 2024, by and between the City of Barre and the Central Vermont Regional Planning Commission (CVRPC).

SCOPE OF SERVICES: Beginning on October 1, 2024, CVRPC will provide the City of Barre with the following Northern Borders Regional Commission (NBRC) Local Development District (LDD)'s services (collectively, the "Services"):

1. GRANT ADMINISTRATION:

LDDs shall have the following scope of services pertaining the Grant Administration:

- Quarterly Reporting: Ensure that the grantee files quarterly reports on time with enough information to provide a meaningful outline of where the project is at in the process.
- Reimbursement Requests: Provide guidance to grantees on filing reimbursements requests and ensure that reimbursement requests are accurate, within approved budget and contain all the necessary documentation to provide evidence of match and reimbursements that are expected to be paid by NBRC.
- Final Reporting: Ensure that the grantee has filed their final report and financial report in a timely manner after the project is complete.
- General Assistance: Be available to provide guidance to the grantee with other issues such as what their responsibilities are regarding procurement of goods and services and contractors. Have a general knowledge base about federal grant programs, specifically NBRC. This does not include conducting the bid processes and assessing bid documents for completion, interviewing potential consultants or other procurement processes.

2. PAYMENT:

Payment shall be made to CVRPC by City of Barre for an amount not to exceed, \$57,517.40 (unless agreed to up front by the 2 organizations) based on the number of hours worked. Charges may include wages and fringe plus the Indirect Cost Rate (ICR) as approved by a Federal Cognizant Agency. Approved ICR will be maintained on record by the LDD.

3. TERM:

This Contract will terminate automatically upon completion by the contract date as listed within the Grantee's Contract between the Grantee (City of Barre) and Northern Border Regional Commission or the completion of the project, whichever comes first.

4. INDEMNIFICATION:

City of Barre agrees to indemnify and hold CVRPC harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgements that may be asserted against CVRPC that results from the acts or omissions of the City of Barre's employees, agents, or representatives.

5. DEFAULT.

The occurrence of any of the following shall constitute a material default under this Contract:

- The failure to make a required payment when due.
- The insolvency or bankruptcy of either party.
- The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- The failure to make available or deliver the Services in the time and manner provide for in the Contract.

6. REMEDIES.

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract, the other part may terminate the Contract.

7. ENTIRE AGREEMENT.

This Contract contains the entire contract of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

8. SEVERABILITY.

If any provisions of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

9. AMENDMENT.

The Contract may be modified or amended in writing by mutual agreement between the parties, and by notifying Northern Border Regional Commission.

10. GOVERNING LAW.

This Contract shall be construed in accordance with the laws of the state of Vermont.

11. CONSTRUCTION AND INTERPRETATION.

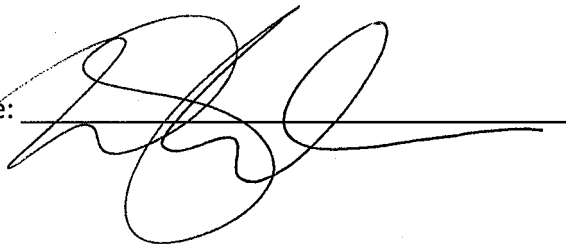
The rule requiring construction of interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date the second party signs.

Service Recipient (Grantee):

Nicolas Storellicastro, City of Barre, City Manager

Signature: _____

A handwritten signature in black ink, appearing to be 'N. Storellicastro', written over a horizontal line.

Date: 10/28/24

LDD:

Christian Meyer, Executive Director, Central Vermont Regional Planning Commission

Signature: _____

Date: _____

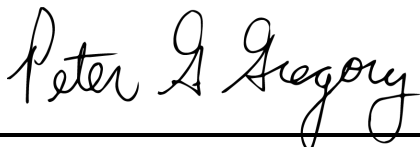
AMENDMENT TO CONTRACT FOR PLANNING AND FACILITATION SERVICES

This amendment reduces the contract amount existing RIVER contract for services between the Two Rivers-Ottauquechee Regional Commission and Central Vermont Regional Planning Commission (CVRPC). The revised total contract amount will be adjusted from \$40,000.00 to \$25,500.00. All other provisions of the contract remain in force.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**By CVRPC:**

Christian Meyer, Executive Director

Date

By TRORC:

Peter G. Gregory, Executive Director

10/18/2024

Date

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 07110-NDA-CVRPC-01		² Original <input type="checkbox"/>		Amendment # <input type="checkbox"/> 1	
³ Grant Title: Regional Planning Funds - Neighborhood Development Area Planning					
⁴ Amount Previously Awarded: \$10,000.00		⁵ Amount Awarded This Action: \$5,000.00		⁶ Total Award Amount: \$15,000.00	
⁷ Award Start Date: 07/01/2024		⁸ Award End Date: 09/30/2025		⁹ Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
¹⁰ Vendor #: 43329		¹¹ Grantee Name: Central Vermont Regional Planning Commission (CVRPC)			
¹² Grantee Address: 29 Main Street, Suite 4					
¹³ City: Montpelier		¹⁴ State: VT		¹⁵ Zip Code: 05602	
¹⁶ State Granting Agency: Department of Housing and Community Development				¹⁷ Business Unit: 07110	
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$0.00		Description:	
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 Identifier [UEI] #: L97JQHE86VX3		²² Indirect Rate: 0.00 %		²³ FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): 6		(Approved rate or de minimis 10%)		²⁵ R&D: <input type="checkbox"/>	
²⁶ Entity Identifier [UEI] 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	
Special Fund	\$10,000.00	\$5,000.00	\$15,000.00	Regional Planning Funds - NDA Grant
Global Commitment (non-subrecipient funds)			\$0.00	
Other State Funds			\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Fed Award Date	³⁸ Total Federal Award
				\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$10,000.00	\$5,000.00	\$15,000.00			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY	GRANTEE
NAME: Jennifer Lavoie	NAME: CHRISTIAN MEYER
TITLE: Contract and Grants Administrator	TITLE: EXECUTIVE DIRECTOR
PHONE: (802) 828-1948	PHONE: (802) 388-3141
EMAIL: jennifer.lavoie@vermont.gov	EMAIL: MEYER@CVREGION.COM

This Second Amendment to the Grant Agreement is entered into by **the State of Vermont, Agency of Commerce and Community Development (the "Agency")** and **Central Vermont Regional Planning Commission**, with principal place of business at, 29 Main Street, Suite 4, Montpelier, VT 05602 (hereinafter called "Grantee").

WHEREAS, the Agency and the Grantee entered into Grant Agreement 07110-NDA-CVRPC-01, dated September 5, 2024, (the "Grant Agreement"); and

WHEREAS, due to circumstances beyond the Grantee’s reasonable control and notwithstanding the Grantee’s diligence in pursuing this project, the Grantee requires additional time to complete the activities authorized under the Agreement and has requested that the project end date be altered; and

WHEREAS, the Town of Plainfield, would like to be included within the scope of work and budget; and

WHEREAS, The State of Vermont has updated its Attachment C: Standard State Provisions for Contracts and Grants; and

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, the Grant Agreement is modified as follows:

A. In Part 1 – Grant Award Detail

Replace, award end date of 6/30/2025, with 9/30/2025.

B. In Part 1 – Grant Award Detail

Add \$5,000.00 to Award This Action, for a Total Award of \$15,000.00.

C. Attachment A – Scope of Work

Add to #1. Authority, \$5,000 for the Town of Plainfield, for a total award of \$15,000.

D. Attachment B – Payment Provisions

Delete and replace in its entirety.

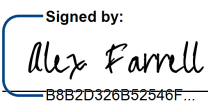
E. Attachment C - Standard State Provisions for Contracts and Grants

Delete and replace in its entirety.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

By the State of Vermont:


Date: 10/15/2024

Signature:  Signed by: B8B2D326B52546F...

Name: Alex Farrell, Commissioner
Department of Housing and Community Development

By the Grantee:

Date: 10/15/2024

Signature:  Signed by: 5ADA8E4C903E436...

Name: Christian Meyer
Grantee: CVRPC

ATTACHMENT A – SCOPE OF WORK

1. **Authority:** Vermont Act 78 of 2022, allocated funding to the Department of Housing and Community Development to provide technical consulting assistance to municipalities to meet requirements to apply for Neighborhood Development Area designation. The State issues a grant award in the maximum sum of **\$5,000** for each municipality that will receive this assistance, in the CVRPC region the towns included are: **Moretown, Northfield, and Plainfield**, for a grant total of **\$15,000.00**, and is served to the Grantee for use in accordance with the purpose and goals herein, as well as the scope of work and deliverables specifically described in this Attachment A.
2. **Project Objectives:** This project is funded through a Municipal and Regional Planning Fund allocation to provide regional planning commission technical assistance to municipalities interested in a new Neighborhood Development Area (NDA) The assistance would help cities and towns determine readiness to apply and identify necessary updates or prepare a draft application, support pre-application review, and support the final application process using a pilot on-demand model over a 12-month period. Preparing necessary municipal plan, ordinance, or bylaw amendments to support the NDA readiness to apply is not a project objective or eligible activity. Preparing amendments to existing NDAs is not a project objective or eligible activity. Although this project is not directly related to prospective Designation 2050 reforms and would continue to support the existing program in the near-term, it pilots a new, state-regional partnership for designation-related technical assistance delivery.
3. **Project Scope of Work:** The grantee shall proceed with the project as follows for each pre-identified municipality to be served in the region:
 - 3.1 Conduct a review to determine municipal readiness to apply for an NDA by preparing a draft application, maps, and potential boundaries to evaluate compliance with the application requirements; and
 - 3.2 If the draft application appears to meet the program requirements, schedule a pre-application meeting with the Department and the municipality; and prepare any necessary revisions requested by the Department; and
 - 3.3 If the draft application cannot meet program requirements, identify necessary updates to the municipal planning framework with any necessary and targeted bylaw amendments in markup format and issue a memo to municipal officials; or
 - 3.4 If deemed ready to proceed with a final application, prepare a final application for Downtown Board consideration and conduct any needed coordination with municipal officials to finalize the application.
4. **Project Reporting:** The Grantee shall submit one progress report halfway through the grant term and submit their final closeout report no later than 30-days after the grant end date.
 - 4.1 The progress report shall include: a narrative of status per municipality, and progress on proposed deliverables; and a financial budget report indicating funds spent to date.
 - 4.2 Closeout report contents shall include: final project narrative for all municipalities served; financial budget report showing all funds have been expended, copies of all

deliverables defined in the budget of Attachment B, and listed in Attachment A.

5. **Project Deliverables:** At closeout, Grantee shall submit the following deliverables with their final project report.

- 5.1 A summary of participating municipalities, readiness reviews completed, draft applications completed, required updates to municipal officials issued, DHCD pre-application meetings held, preparation of final applications, and applications submitted.

(End of Attachment A)

ATTACHMENT B – PAYMENT PROVISIONS

1. **Authority:** Pursuant to Vermont Act 78 of 2022 the State awards Funds in the amount of **\$15,000.00 (\$5,000 Moretown, \$5,000 Northfield, and \$5,000 Plainfield)** to the Grantee for use in accordance with the purpose and goals herein between July 1, 2024, and through September 30, 2025.
2. **Grant Award:** The maximum dollar amount payable under this grant is not to exceed **\$15,000.00**. The State shall reimburse Grantee for all allocable and allowable expenditures incurred to support activities as outlined in Attachment A – Scope of Work.
3. **Payment of Funds:** The project is a deliverable based reimbursement grant program. Grantee will submit one progress report halfway through the grant term. Requisitions for reimbursement with 50% (**\$7,500.00**) paid on grant execution, 40% (**\$6,000.00**) on submittal and approval of the mid-term progress report, and the remaining 10% (**\$1,500.00**) paid on successful grant closeout.
4. **Invoicing:** Grantee shall submit invoices to the State in accordance with the schedule set forth in this Attachment B.

4.1 All invoices submitted by the Grantee must include the grant number, invoice number, and identify the total amount requested.

4.2 Grantee shall submit invoices electronically to Jennifer.lavoie@vermont.gov.

Milestone for Reimbursement	Frequency	Percentage of Total Grant Award
Payment 1: May be paid upon grant execution, and receipt of an invoice.	Once	50%
Payment 2: May be paid upon submittal and approval of the mid-term progress report, and receipt of an invoice.	Once	40%
Retainage Payment (10%): Will be held pending the Grantee’s completion of the work required under this Grant Agreement, and after submission and approval of the final closeout report, deliverables, and an invoice. (Due 30 days after grant term is completed)	Once	10%
Total:		100%

5. **Budget:** Grantee shall adhere to the itemized program budget of allowable and reasonable costs. Budget line items may be adjusted with written communication and approval from the State.

Item Description	Total Cost
Pre-Application Review & Possible Boundaries	\$4,500
Department Pre-App. Meeting	\$5,000
Necessary Bylaw Changes or Final Application	\$5,500
Total	\$15,000

6. **Accounting:** The grantee shall maintain financial records in accordance with generally accepted accounting procedures (GAAP) and make available to the State upon request. Upon request of the State, Grantee will provide further information to the State at any time during this Grant, if the State determines that such information is necessary to better assess the effectiveness of this Grant.
7. **Breach/Recapture of Grant Funds/Termination of Agreement:** If Grantee does not fulfill in a timely and proper manner its obligations under, or does violate any of the terms or conditions of this Agreement, then State shall notify Grantee of the breach, may establish a period not to exceed thirty (30) calendar days to correct such breach, and may cease payment of any portion of Grant Funds, or other funds due Grantee under any other agreement with State (including any department or division thereof), until the breach is cured. If Grantee does not cure the breach at the completion of the correction period, then State: (1) may require Grantee to immediately reimburse to State any portions of Funds that were not expended or were expended in a manner inconsistent with, or for purposes other than those specifically described in, the terms and conditions of this Agreement; or, in the alternative, may forever retain any portion of Grant Funds, or other funds due Grantee under any other agreement with State (including any department or division thereof), equal to the amount of reimbursement that would have otherwise been required by operation of the preceding clause; and/or (2) may immediately terminate this Agreement by giving written notice to Grantee, specifying the effective date thereof.
8. **Loss of Good Standing with Department of Taxes/Suspension of Agreement:** The State may withhold payment from the Subrecipient/Grantee if the Subrecipient/Grantee is not in good standing with taxes due the State and may condition payment upon receipt of a new signed certification under the pains and penalties of perjury that as of the date the new certification is signed, the Subrecipient/Grantee 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. If the Subrecipient/Grantee fails to make the updated certification of good standing before the expiration date of the Grant Agreement, the Subrecipient/Grantee shall forfeit the amount requested and the State shall retain the same.
9. **Custodian of Executed Agreement.** The State shall maintain the fully executed original of this Agreement.

(END OF ATTACHMENT B)

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**REVISED OCTOBER 1, 2024**

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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing law, jurisdiction and Venue No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. 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 regarding its performance under this 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:

- A.** 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.
- B.** 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.
- C.** The Party shall indemnify the State and its officers and employees if 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.
- D.** Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection

costs or other costs of the Party or any third party.

8. Insurance: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

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 this Agreement, including but not limited to bills, invoices, progress reports, and other proofs of work.

10. False Claims Act: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) 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. Use and Protection of State Information:

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
 - i. take reasonable precautions for its protection;
 - ii. not rent, sell, publish, share, or otherwise appropriate it; and
 - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
 - i. strictly maintain its confidentiality;
 - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
 - i. industry-standard firewall protection;
 - ii. multi-factor authentication controls;
 - iii. encryption of electronic Confidential State Data while in transit and at rest;
 - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;

- vi. training to implement the information security measures; and
 - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential 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 the United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

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 this 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, and shall include this provision in all subcontracts for work performed in Vermont. 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. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: Party certifies under the pains and penalties of perjury that, as of the date this 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.

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 this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. 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), as amended by Section 17 of Act No. 142 (2010) and by

Section 6 of Act No. 50 (2011).

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 12 (“Confidentiality and Protection of State Information”); 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 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

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. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

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: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.*

25. 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 lockouts) (“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.

26. Marketing: Party shall not use the State’s logo or otherwise 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.

27. Termination:

- 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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party 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. 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.

28. 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.

29. No Implied Waiver of Remedies: Either 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.

30. 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.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: 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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$1,000,000 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 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.

C. Mandatory Disclosures: In accordance with 2 CFR 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.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, 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.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS

1. **Copyright:** Any material produced in whole or in part under this Agreement may be subject to copyright by Grantee. However, Grantee grants the Agency, its Departments, Divisions, agents and assigns, a royalty-free, non-exclusive, perpetual, and irrevocable license to use, publish, disclose, distribute, modify, adapt, reproduce, and display, in whole or in part, such copyrighted materials prepared under this Agreement, for all purposes, by any means and methods, and in all known and hereafter existing media, medium, and technology, except as may be limited by any provision of law.
2. **Press and Public Communication:** If the Grantee, Subgrantee, or contractor issues any press release, public communication or product pertaining to the Project assisted by this Agreement, it shall include a statement that the project is partially funded by a Grant awarded by the Department of Housing and Community Development.
3. **Final Documents:** All paper and electronic documents, plans, data, materials, and work products produced with State grant funding are public records. The parties may utilize the information for their own purposes but shall not copyright these materials. No proprietary products may be produced without authorization in writing by the Department of Housing and Community Development.

Northwest Regional Planning Commission
Sub-Grant Agreement with
Central Vermont Regional Planning Commission
for
Climate Pollution Reduction Grant-Phase 2

1. Parties: This is an Agreement for services between the **Northwest Regional Planning Commission**, a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 75 Fairfield Street, St. Albans, VT (hereinafter called “NRPC”) and the **Central Vermont Regional Planning Commission** with its principal place of business at 29 Main Street, Suite 4, Montpelier, VT 05602 (hereinafter called “SUBRECIPIENT”).
2. Subject Matter: The subject matter of this Grant Agreement is regional and local coordination of the federal Environmental Protection Agency climate pollution reduction grant to support the planning framework process, to outline existing energy and climate mitigation actions, and to coordinate measures to be proposed in a federal grant application.
3. Maximum Amount: In consideration of the services to be performed by SUBRECIPIENT, the NRPC agrees to pay SUBRECIPIENT in accordance with the payment provisions specified in Attachment B, a sum not to exceed: \$23,191.00
4. Agreement Term: The period of SUBRECIPIENT's performance shall begin 10/09/24 and end 05/31/27
5. Source of Funds: Federal Climate Pollution Reduction Grant funding through an agreement with the Vermont Agency of Natural Resources.
6. 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 NRPC and SUBRECIPIENT.
7. Cancellation: This Agreement may be canceled by either party for any reason by giving written notice at least thirty (30) days in advance.
8. Pre-award Costs: Pre-award costs incurred in accordance with the terms of this agreement are allowable dating back to 09/01/24 .

9. Attachments: This Agreement consists of 33 pages including the following attachments which are incorporated herein:

Attachment A –Scope of Work to be Performed

Attachment B – Payment Provisions

Attachment C – Standard State Provisions for Contracts and Grants—*Only the following subsections of Attachment C shall pass through to this agreement:*

Section 10 (“False Claims Act”);

Section 11 (“Whistleblower Protections”);

Section 12 (“Location of State Data”);

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 30 (“State Facilities”); and

Section 32.A (“Certification Regarding Use of State Funds”)

Attachment D - EPA General Terms and Conditions

Attachment E - Federal Provisions: U.S. Environmental Protection Agency Climate Pollution Reduction

Attachment F - Compliance Information Regarding Federal Nondiscrimination Laws and Regulations

Attachment G - Other Agreement Provisions

10. UEI Requirement: The following information is required. If the SUBRECIPIENT does not have a current Unique Entity Identifier (UEI) number the SUBRECIPIENT must obtain a UEI via <https://sam.gov/content/duns-uei> . The SUBRECIPIENT shall not be paid until a UEI is on file with NRPC.

Legal Name and UEI on File with:

L97JQHE86VX3

UEI

Central Vermont Regional Planning Commission

Legal Name

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS AGREEMENT.

Northwest
Regional Planning Commission

Central Vermont Regional Planning Commission

Signature: _____

Signature: _____

Name: Catherine Dimitruk

Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Attachment A

Scope of Work to be Performed

Overview

The State of Vermont's Agency of Natural Resources (ANR) received a planning grant under the Environmental Protection Agency's Climate Pollution Reduction Grant (CPRG) program, which is funded through the Inflation Reduction Act of 2022. Activities under an agreement with NRPC allow the State to work with RPCs and municipalities to develop climate plan elements that fit into broader state planning so that RPCs and municipalities can implement priorities in their own plans through subsequent funding opportunities. The work outlined in this agreement will help facilitate municipal engagement in the Vermont Climate Action Plan update, and the training on and municipal roll-out of a guide for municipal climate planning, which will be generated external to this scope of work, that builds off existing state plans, and incorporates best practices, pathways, and measures for planning and implementing climate plans at a local level.

External to this agreement the State will work with a contractor to review best practices for municipal climate action planning and will develop a municipal planning framework and guide that walks municipalities through incorporating climate change considerations into existing planning or developing comprehensive climate action plans. Work under this agreement includes the subrecipients supporting the municipal climate planning framework and guide through participation on a technical advisory committee, developing municipal and regional enhanced energy plans, and outreach and training on the municipal climate planning framework and guide once complete.

NRPC will serve as the entity coordinating the work detailed in this agreement and will facilitate the collection and assimilation of information to complete the required deliverables under this agreement.

Program Requirements

CPRG planning grant funds are restricted to projects that are directly related to the development, updating, or evaluation of state or metropolitan plans to reduce climate pollution (i.e., to reduce GHG emissions and/or enhance carbon sinks). In general, funds may be used for:

1. Staffing and contractual costs necessary to develop the deliverables identified in this document;
2. Incidental costs related to the above activities, including but not limited to travel, meeting costs.

Due Dates, Performance Expectations

The tasks, milestones, and deliverables detailed below contain due dates that correspond to completion of all sub tasks. Interim milestone and subtask deadlines may be communicated to the RPC by NRPC without need for a contract amendment. Any request for extension to the due dates outlined below must be submitted to NRPC in writing. NRPC may approve or deny requests for extension. Approval or denial will be communicated in writing.

Task 1 – Support Development and Piloting of a Municipal Climate Planning Framework and Guide

NRPC shall coordinate with RPCs to support the State in the development of a climate planning framework and guide specific to the Vermont context that guides municipalities through the process of writing climate action plans that focus on emissions reduction, carbon sequestration, and climate resilience and adaptation. The climate planning framework will leverage and ensure integration and alignment with state climate planning and other local planning processes, including comprehensive land-use plans, local energy plans, capital improvement plans, local hazard mitigation plans, local emergency management plans, heat response plans, as well as any regional planning, including regional energy plans.

External to this agreement, the State will work with a contractor to lead the development of a municipal climate planning framework and guide, and piloting the use of the framework and guide with 3-4 municipalities across

the state that will result in three main categories of deliverables:

- 1) A municipal climate planning framework that identifies broad principles of climate planning for Vermont municipalities, based on best practices of climate planning from other jurisdictions, an understanding of aspects of climate planning that are already included in Vermont municipal planning structures, and an alignment with community, regional, and State climate goals.
- 2) A guide based on the framework that details the steps and process by which Vermont municipalities can incorporate and implement the principles identified in the framework into specific plans, such as capital plans, energy plans, and municipal plans, or compiled into standalone municipal climate action plans.
- 3) Piloting of the framework and guide with three to four municipalities to ensure it is scalable to meet the needs of municipalities of various sizes, capacity levels, and interests.

NRPC shall coordinate participation of RPCs on a technical advisory group, made up of planning practitioners with expertise in transportation, land use, housing, emergency management, hazard mitigation, economic development, and energy planning. The technical advisory group shall meet regularly with the State's contractor to support the review of Vermont municipal and regional planning structures, and the development of the framework and guide with a particular focus on alignment of the framework with existing local planning processes.

Together with the State's contractor, the NRPC shall also coordinate with RPCs to pilot the framework with three to four communities across the state, ensuring that the framework and guide are scalable to meet the needs of municipalities of various sizes, capacity levels, and needs. Selected RPCs will coordinate the setup of the pilot process and meetings with the selected municipalities and will serve as points of contact for the selected municipalities on feedback outside of meetings. RPCs will work with the State's contractor to refine the framework based on pilot community experiences and will recommend a suite of incentives and tools that the State could consider to drive communities to write, adopt, and implement climate plans.

Task 1 Milestones and Deliverables:

1.1 Bid Review Committee: Addison County RPC shall provide a staff member to serve on the State's bid review committee for the Municipal Climate Planning Framework and Guide.

Due Date: 10/31/24

1.2 Framework Technical Advisory Group Development and Participation:

- Work with NRPC to develop a list of planners for the technical advisory committee. The planners shall bring expertise in transportation, land use, housing, emergency management, hazard mitigation, economic development, and energy planning and represent a range of RPCs. NRPC shall submit a list, and the State shall request changes and approve in writing.
- RPC staff selected for the technical advisory committee, shall participate in a minimum of six meetings of the RPC technical advisory group with the State's contractor, providing feedback on the development of a municipal climate planning framework and guide and incorporation of existing planning requirements and structures into the framework.

Due Date: 8/30/26

1.3 Pilot the Climate Planning Framework:

- The 3-4 RPCs participating in tasks 1.3 and 1.4 will receive a contract amendment to add the pilot community task, deliverables and funding.

1.4 Framework Technical Advisory Group Feedback:

- The 3-4 RPCs participating in tasks 1.3 and 1.4 will receive a contract amendment to add the pilot community task, deliverables and funding.

Due Date: 10/30/26

Task 2 – Updating Local and Regional Energy Plans

RPCs will update regional energy plans and will work with interested municipalities to update energy plans based on the results of the survey conducted pursuant to Phase 1, Task 1A of the phase 1 Climate Pollution Reduction Grant agreement issued from the State to the Northwest Vermont Regional Planning Commission through grant #06100-CAO-CPRG-24-01. These updates will include additional analyses to support the net zero requirement in the Global Warming Solutions Act. Where a municipality has not previously adopted an energy plan, RPCs will assist with new development of relevant actions that will also be ripe for incorporation into the Comprehensive Climate Action Plan (CCAP). RPCs will provide education and awareness on local actions that can be included in the CCAP. RPCs will partner with municipal officials to conduct public outreach and provide technical assistance to support local plan adoption.

If a region or a municipality chooses to update their regional energy plan they will follow the Enhanced Energy Planning Standards from the Public Service Department. Given the Global Warming Solutions Action Net Zero requirement and the need to largely maintain Vermont’s existing forest cover to provide offsetting GHG storage and sequestration, any regional or local energy plans updated with funds from this grant shall include an additional analysis examining the future anticipated buildout of renewables in their region or municipality, and whether it can be sited without forest clearing. This analysis should be conducted by using the Prime Resource Maps developed by following the mapping standard set forth in the [Regional & Municipal Enhanced Energy Planning Standards](#) that removes all known and possible constraints from the wind and solar base maps to demonstrate areas that have a good renewable resource potential without any mapped constraints. Once Prime Resource Maps have been developed, RPCs should add an additional constraint of [habitat blocks \(both highest priority and priority\)](#) that includes forest cover down to 20 acres. Once that additional land area has been removed, an analysis should be conducted to demonstrate whether available non-forested land area is sufficient to meeting the renewable energy generation targets set by Regional Planning Commissions. If non-forested land area is not sufficient, the amount of forest clearing that would be necessary to achieve the generation targets shall be demonstrated in the analysis.

- The habitat blocks shapefile can be downloaded from Vermont’s Open Geodata Portal: https://geodata.vermont.gov/datasets/bdcd6f1bb14948c88c955fa847642d41_1/explore.
- Summary and technical information on the habitat block layer can be found online: <https://anr.vermont.gov/sites/anr/files/documents/Habitat%20Blocks%20Summary.pdf>

Task 2 Milestones and Deliverables:

2.1 Update Local Energy Plans: Update 2 local enhanced energy plans over the course of this agreement using the Regional & Municipal Enhanced Energy Planning Standards from the [Public Service Department](#). Additional plans may be added through amendment of this agreement.

- Within 30 days of the signing of this agreement, provide NRPC a list of municipalities and expected plan completion date.
- Local enhanced energy plans shall be updated using the Regional & Municipal Enhanced Energy Planning Standards from the [Public Service Department](#).
- Updates shall include an analysis of the forest avoidance or clearing needed to achieve buildout of renewables to achieve generation targets set by Regional Planning Commissions; and data, policies, and actions on emissions reduction to be incorporated in Vermont’s Comprehensive Climate Action Plan. The forest clearing analysis should be conducted as described above.

Due Date: Municipal plan schedule 30 days after signing, all others 5/31/27

2.2 Update Regional Energy Plans: The Subrecipient shall update regional enhanced energy plans using the Regional & Municipal Enhanced Energy Planning Standards from the [Public Service Department](#).

Updates shall include:

- [If applicable] The regional enhanced energy plan shall be fully updated using the Regional & Municipal Enhanced Energy Planning Standards from the Public Service Department. In addition to the enhanced energy planning standards, updated plans shall include an analysis of the forest avoidance or clearing needed to achieve buildout of renewables to achieve generation targets set by Regional Planning Commissions as described above.
- [If applicable] Complete regional sets of municipal profiles/targets updated in alignment with Act 174 requirements and the Regional & Municipal Enhanced Energy Planning Standards from the [Public Service Department](#).
- Prepare an implementation report that include a summary of the analysis of the forest avoidance or clearing conducted for the regional and municipal enhanced energy plans that would be needed to achieve buildout of renewables to achieve generation targets set by Regional Planning Commissions, as described above. Implementation reports shall be submitted to NRPC using an outline to be provided.

Due Date: 5/31/27

2.3 Summary of Emissions Reduction Priorities: The RPC shall provide an annual summary report of emissions reduction and climate priorities and actions included in regional and local plans updated using funds from this grant, organized by region and specific sector where emission reductions are expected to occur. Annual summary shall be due by June 1st every year of the grant period and shall include a summary of the work completed on Task 2 deliverable 1 and deliverable 2. NRPC shall provide a template for this report.

Due Date: Annually on June 1st with final summary due 5/31/2027.

Task 3 – Climate Planning Outreach and Engagement

The RPC will conduct outreach and engagement on the municipal climate planning framework once the framework is finalized. The RPC may host, and will assist in logistical support for public and stakeholder meetings for the Vermont Climate Action Plan due to be adopted on July 1, 2025.

Task 3 Milestones and Deliverables:

3.1 Municipal Climate Planning Framework & Guide Outreach: The RPC will conduct a minimum of one outreach meeting to present and train on the finalized municipal climate planning framework completed under Task 1. Trainings can be held at or in combination with other events. The 3-4 pilot municipalities should be included in the trainings offered in their RPC region, either through participation and joint presentation of their pilot experience, or through review and feedback on the training materials prior to delivery. The RPC shall submit a report summarizing the planning framework engagement events, and the feedback received at the events. The training materials and presentations that were used at the events shall be included as an addendum to the summary report.

Due Date: 5/31/27

3.2 CAP Municipal Stakeholder Meetings: [BCRC and CCRPC only] The RPC will assist with hosting and take notes for two virtual municipal stakeholder meetings in November 2024 to gather feedback on the recommendations in the draft Vermont Climate Action Plan.

Due Date: 11/30/24

3.3 Logistical Support for CAP Public Meetings: The RPC shall lead logistical support and shall provide other meeting support for five to seven statewide meetings in consultation with the State on the draft State of Vermont Climate Action Plan in April of 2025. Logistical support shall include booking the meeting location and payment of location fee if needed, publicize event, attending, and taking notes. The RPC will coordinate with neighboring regions to provide support for the meetings held at locations within and/or adjacent to their regions.

Due Date: 5/30/2025

Performance Reports:

A performance report that details the progress made on deliverables shall be submitted with each invoice. The report shall include a table provided by NRPC indicating:

Task 1:

- Total number of RPC staff who participated in meetings of the Municipal Climate Planning Framework Technical Advisory Committee, and total number of Advisory Committee meetings held.
- Total number of Municipal Climate Planning Framework & Guide pilot community meetings scheduled.

Task 2

- Total number of local energy plan updates completed.
- Total number of regional energy plan updates completed.
- Total regional sets of municipal profiles/targets updated.

Task 3:

- Total number of Municipal Climate Planning Framework & Guide Outreach meetings scheduled.
- Total number of CAP Municipal Stakeholder Meetings scheduled.
- Total number of CAP Public Meetings scheduled.

ATTACHMENT B PAYMENT PROVISIONS

The NRPC agrees to compensate the SUBRECIPIENT for services performed up to the maximum amounts in a Task Order provided such services are within the scope of the agreement and are authorized as provided for under the terms and conditions of this agreement.

- A. Payment Procedures. The NRPC shall pay, or cause to be paid, to the SUBRECIPIENT progress payments which may be monthly or as otherwise agreed to by the parties for actual costs incurred as determined by using cost records for each task (Tasks 1-3) and expense line items such as labor, benefits and direct and indirect costs of the required services covered by this Agreement. Also,
1. Requests for payment shall be accompanied by progress reports and be made directly to the NRPC, for all work. Any printed reports delivered under the terms of this Agreement shall be printed using both sides of the page whenever practical.
 2. Request for payment for sub-consultant activities shall be included with the SUBRECIPIENT's submittals, but will be documented separately.
 3. The NRPC shall pay for all approved services, expenses and materials accomplished or used during the period of this Agreement, and only that effort will be included on invoices under this Agreement.
 4. The above payments shall be made promptly in accordance with applicable STATE and Federal regulations. The NRPC shall seek to make payments within sixty (60) days of receipt of an invoice from the SUBRECIPIENT.
 5. All payments by the NRPC under this Agreement will be made in reliance upon the accuracy of all prior representations by the SUBRECIPIENT including but not limited to bills, invoices, progress reports and other proofs of work.
 6. Invoice Requirements: Payment must be requested using an invoice showing name of project, period in which work is completed, amount billed to date and balance by task (including a progress report and sub-contractor invoices). In the event of a multi-year or overlapping fiscal year contract, all expenses incurred in a given fiscal year must be billed in that fiscal year to qualify for reimbursement.

Invoice and supporting documentation shall be submitted electronically to Amy Adams, Office Administrator, at aadams@nrpcvt.com.

All invoices must now include the certification of expense clause: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

- B. Maximum Payment by Task: The budget below details the maximum payable by task.
- Task 1– \$1,500.00
 - Task 2– \$19,600.00
 - Task 3– \$2,091.00
- C. Additional Requirements: Attachments C-F include provisions that flow down from NRPC's Agreement with the State of Vermont to the SUBRECIPIANT, and therefore become a part of this Agreement, as applicable. Should any of the provisions be contradictory or in conflict with another, the provisions flowing down from the specific funding source from NRPC's Agreement shall be primary.

The completion of the Agreement is subject to the availability of funds.

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS
REVISED DECEMBER 7, 2023

[**NRPC Note:** Only the following subsections of Attachment C shall pass through to this agreement: Section 10 (“False Claims Act”); Section 11 (“Whistleblower Protections”); Section 12 (“Use and Protection of State Information”); 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 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).]

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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. 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 regarding its performance under this 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:

- A.** 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.
- B.** 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.

- C. The Party shall indemnify the State and its officers and employees if 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.
- D. Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

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 this Agreement, including but not limited to bills, invoices, progress reports, and other proofs of work.

10. False Claims Act: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) 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. Use and Protection of State Information:

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
 - i. take reasonable precautions for its protection;
 - ii. not rent, sell, publish, share, or otherwise appropriate it; and
 - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
 - i. strictly maintain its confidentiality;
 - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
 - ~~iC-~~ industry-standard firewall protection;

- ii. multi-factor authentication controls;
 - iii. encryption of electronic Confidential State Data while in transit and at rest;
 - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;
 - vi. training to implement the information security measures; and
 - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential 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 the United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

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 this 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, and shall include this provision in all subcontracts for work performed in Vermont. 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. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: Party certifies under the pains and penalties of perjury that, as of the date this 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.

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 this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. 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), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

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 12 ("Confidentiality and Protection of State Information"); 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 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

- 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. Regulation of Hydrofluorocarbons:** Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.
- 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: <https://bgs.vermont.gov/purchasing-contracting/debarment>.
- 23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
- 24. Vermont Public Records Act:** Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.*
- 25. 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 lockouts) ("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.
- 26. Marketing:** Party shall not use the State's logo or otherwise 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.
- 27. Termination:**
- 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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party 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. 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.

28. 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.

29. No Implied Waiver of Remedies: Either 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.

30. 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.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** 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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. 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 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.
- C. Mandatory Disclosures:** In accordance with 2 CFR 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.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, 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.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

Attachment D: EPA General Terms and Conditions

Applicable to Sub-Recipients

Effective October 1, 2022

1. Introduction

- (a) The recipient and any sub-recipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions, and restrictions reflected on the official assistance award document. Recipients **must** review their official award document for additional administrative and programmatic requirements. Failure to comply with the general terms and conditions outlined below and those directly reflected on the official assistance award document may result in enforcement actions as outlined in 2 CFR 200.339 and 200.340.
- (b) If the EPA General Terms and Conditions have been revised, EPA will update the terms and conditions when it provides additional funding (incremental or supplemental) prior to the end of the period of performance of this agreement. The recipient must comply with the revised terms and conditions after the effective date of the EPA action that leads to the revision. Revised terms and conditions do not apply to the recipient's expenditures of EPA funds or activities the recipient carries out prior to the effective date of the EPA action. EPA will inform the recipient of revised terms and conditions in the action adding additional funds.

- 2. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards** This award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR, Parts [200](#) and [1500](#). 2 CFR 1500.2, Adoption of 2 CFR Part 200, states the Environmental Protection Agency adopts the Office of Management and Budget (OMB) guidance Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities (subparts A through F of 2 CFR Part 200), as supplemented by 2 CFR Part 1500, as the Environmental Protection Agency (EPA) policies and procedures for financial assistance administration. 2 CFR Part 1500 satisfies the requirements of 2 CFR 200.110(a) and gives regulatory effect to the OMB guidance as supplemented by 2 CFR Part 1500. This award is also subject to applicable requirements contained in EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

3. Termination

Consistent with 2 CFR 200.340, EPA may unilaterally terminate this award in whole or in part:

- a. if a recipient fails to comply with the terms and conditions of the award including statutory or regulatory requirements; or
- b. if the award no longer effectuates the program goals or agency priorities. Situations in which EPA may terminate an award under this provision include when:
 - (i) EPA obtains evidence that was not considered in making the award that reveals that specific award objective(s) are ineffective at achieving program goals and EPA determines that it is in the government's interest to terminate the award;
 - (ii) EPA obtains evidence that was not considered in making the award that causes EPA to significantly question the feasibility of the intended objective(s) of the award and EPA determines that it is in the government's interest to terminate the award;
 - (iii) EPA determines that the objectives of the award are no longer consistent with funding priorities for achieving program goals.

Selected Items of Cost

4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management](#) exclusion list.

5. Consultant Cap

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Information on how to calculate the maximum daily rate and the daily pay limitation is available at the Office Of Personnel Management's [Fact Sheet: How to Compute Rates of Pay](#) and [Fact Sheet: Expert and Consultant Pay](#). Specifically, to determine the maximum daily rate, follow these steps:

1. Divide the Level IV salary by 2087 to determine the hourly rate. Rates must be rounded to the nearest cent, counting one-half cent and over as the next higher cent (e.g., round \$18.845 to \$18.85).
2. Multiply the hourly rate by 8 hours. The product is the maximum daily rate.

Contracts and subcontracts with firms for services that are awarded using the procurement requirements in Subpart D of 2 CFR Part 200 are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See [2 CFR 1500.10](#).

6. Establishing and Managing Subawards

If the recipient chooses to pass funds from this assistance agreement to other entities, the recipient must comply with applicable provisions of 2 CFR Part 200 and the EPA Subaward Policy.

As a pass-through entity, the recipient agrees to:

1) Be responsible for selecting subrecipients and as appropriate conducting subaward competitions using a system for properly differentiating between subrecipients and procurement contractors under the standards at 2 CFR 200.331 and EPA's supplemental guidance in Appendix A of the EPA Subaward Policy.

- (a) For-profit organizations under EPA financial assistance programs and the pass-through entity must obtain prior written approval from EPA's Award Official for subawards to these entities unless the EPA-approved budget and work plan for this agreement contain a precise description of such subawards.
- (b) Stipends and travel assistance for trainees (including interns) and similar individuals who are not employees of the pass-through entity must be classified as participant support costs rather than subawards as provided in 2 CFR 200.1 Participant support costs, 2 CFR 200.1 Subaward, and EPA's Guidance on Participant Support Costs.
- (c) Subsidies, rebates and similar payments to participants in EPA funded programs to encourage environmental stewardship are also classified as Participant support costs as provided in 2 CFR 1500.1 and EPA's Guidance on Participant Support Costs.

2) Establish and follow a system that ensures all subaward agreements are in writing and contain all of the elements required by 2 CFR 200.332(a). EPA has developed a template for subaward agreements that is available in Appendix D of the EPA Subaward Policy.

3) Prior to making subawards, ensure that each subrecipient has a "Unique Entity Identifier (UEI)." The UEI is required by 2 CFR Part 25 and 2 CFR 200.332(a)(1). Subrecipients are not required to complete full System for Award Management (SAM) registration to obtain a UEI. Information regarding obtaining a UEI is available at the SAM Internet site: <https://www.sam.gov/SAM/> and in EPA's General Term and Condition "System for Award Management and Universal Identifier Requirements" of the pass-through entity's agreement with the EPA.

4) Ensure that subrecipients are aware that they are subject to the same requirements as those that apply to the pass-through entity's EPA award as required by 2 CFR 200.332(a)(2). These requirements include, among others:

- (a) Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
- (b) Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition pass-through entity's agreement with EPA entitled "Reporting Subawards and Executive Compensation."
- (c) Limitations on individual consultant fees as set forth in 2 CFR 1500.10 and the General Condition of the pass-through entity's agreement with EPA entitled "Consultant Fee Cap."
- (d) EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement with EPA entitled "Management Fees."
- (e) The Procurement Standards in 2 CFR Part 200 including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants).

EPA provides general information on other statutes, regulations and Executive Orders on the Grants internet site at www.epa.gov/grants. Many Federal requirements are agreement or program specific and EPA encourages pass-through entities to review the terms of their assistance agreement carefully and consult with their EPA Project Officer for advice if necessary.

5) Ensure, for states and other public recipients, that subawards are not conditioned in a manner that would disadvantage applicants for subawards based on their religious character.

6) Establish and follow a system for evaluating subrecipient risks of noncompliance with Federal statutes,

regulations and the terms and conditions of the subaward as required by 2 CFR 200.332(b) and document the evaluation. Risk factors may include:

- (a) Prior experience with same or similar subawards
- (b) Results of previous audits;
- (c) Whether new or substantially changed personnel or systems, and;
- (d) Extent and results of Federal awarding agency or the pass-through entity's monitoring

7) Establish and follow a process for deciding whether to impose additional requirements on subrecipients based on risk factors as required by 2 CFR 200.332(c). Examples of additional requirements authorized by 2 CFR 200.208 include:

- (a) Requiring payments as reimbursements rather than advance payments;
- (b) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- (c) Requiring additional, more detailed financial reports;
- (d) Requiring additional project monitoring;
- (e) Requiring the non-Federal entity to obtain technical or management assistance, and
- (f) Establishing additional prior approvals

8) Establish and follow a system for monitoring subrecipient performance that includes the elements required by 2 CFR 200.332(d) and report the results of the monitoring in performance reports as provided in the reporting terms and conditions of this agreement.

9) Establish and maintain an accounting system which ensures compliance with the \$25,000 limitation at 2 CFR 200.1, Modified Total Direct Costs, if applicable, on including subaward costs in Modified Total Direct Costs for the purposes of distributing indirect costs. Recipients with Federally approved indirect cost rates that use a different basis for distributing indirect costs to subawards must comply with their Indirect Cost Rate Agreement.

10) Work with EPA's Project Officer to obtain the written consent of EPA's Office of International and Tribal Affairs (OITA), prior to awarding a subaward to a foreign or international organization, or a subaward to be performed in a foreign country even if that subaward is described in a proposed scope of work.

11) Obtain written approval from EPA's Award Official for any subawards that are not described in the approved work plan in accordance with 2 CFR 200.308.

12) Obtain the written approval of EPA's Award Official prior to awarding a subaward to an individual if the EPA-approved scope of work does not include a description of subawards to individuals.

13) Establish and follow written procedures under 2 CFR 200.302(b)(7) for determining that subaward costs are allowable in accordance with 2 CFR Part 200, Subpart E and the terms and conditions of this award. These procedures may provide for allowability determinations on a pre-award basis, through ongoing monitoring of costs that subrecipients incur, or a combination of both approaches provided the pass-through entity documents its determinations.

14) Establish and maintain a system under 2 CFR 200.332(d)(3) and 2 CFR 200.521 for issuing management decisions for audits of subrecipients that relate to Federal awards. However, the recipient remains accountable to EPA for ensuring that unallowable subaward costs initially paid by EPA are reimbursed or mitigated through offset with allowable costs whether the recipient recovers those costs from the subrecipient or not.

15) As provided in 2 CFR 200.333, pass-through entities must obtain EPA approval to make fixed amount subawards. EPA is restricting the use of fixed amount subawards to a limited number of situations that are authorized in official EPA pilot projects. Recipients should consult with their EPA Project Officer regarding the status of these pilot projects.

By accepting this award, the recipient is certifying that it either has systems in place to comply with the requirements described in Items 1 through 14 above or will refrain from making subawards until the systems are designed and implemented.

7. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

8. Federal Employee Costs

The recipient understands that none of the funds for this project (including funds contributed by the recipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project unless a Federal agency will be providing services to the recipient as authorized by a Federal statute.

9. Foreign Travel

EPA policy requires that all foreign travel must be approved by its Office of International and Tribal Affairs. The recipient agrees to obtain prior EPA approval before using funds available under this agreement for international travel unless the trip(s) are already described in the EPA approved budget for this agreement. Foreign travel includes trips to Mexico and Canada but does not include trips to Puerto Rico, the U.S. Territories or possessions. Recipients that request post-award approval to travel frequently to Mexico and Canada by motor vehicle (e.g. for sampling or meetings) may describe their proposed travel in general terms in their request for EPA approval. Requests for prior approval must be submitted to the Project Officer for this agreement.

10. The Fly America Act and Foreign Travel

The recipient understands that all foreign travel **funded under this assistance agreement** must comply with the Fly America Act. All travel must be on U.S. air carriers certified under 49 U.S.C. Section 40118, to the extent that service by such carriers is available even if foreign air carrier costs are less than the American air carrier.

11. Union Organizing

Grant funds may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

12. Suspension and Debarment

Recipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Recipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to the EPA office that is entering into the transaction with the recipient may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Recipients may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

13. Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

This award is subject to the provisions contained in an appropriations act(s) which prohibits the Federal Government

from entering into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation having a delinquent Federal tax liability or a felony conviction under any Federal law, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government. A “corporation” is a legal entity that is separate and distinct from the entities that own, manage, or control it. It is organized and incorporated under the jurisdictional authority of a governmental body, such as a State or the District of Columbia. A corporation may be a for-profit or non-profit organization.

As required by the appropriations act(s) prohibitions, the Government will not enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee with any corporation that — (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

By accepting this award, the recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

Alternatively, by accepting this award, the recipient represents that it disclosed unpaid Federal tax liability information and/or Federal felony conviction information to the EPA. The Recipient may accept this award if the EPA Suspension and Debarment Official has considered suspension or debarment of the corporation based on a tax liabilities and/or Federal felony convictions and determined that suspension or debarment is not necessary to protect the Government's interests.

If the recipient fails to comply with this term and condition, EPA will annul this agreement and may recover any funds the recipient has expended in violation of the appropriations act(s) prohibition(s). The EPA may also pursue other administrative remedies as outlined in 2 CFR 200.339 and 2 CFR 200.340, and may also pursue suspension and debarment.

9. Disclosing Conflict of Interest

9.1 For Award to Non-Federal Entities and Individuals (other than states and fellowship recipients under 40 CFR Part 46)

As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA’s COI Policy is posted at <https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy>. The posted version of EPA’s COI Policy is applicable to new funding (initial awards, supplemental and incremental funding) awarded on or after October 1, 2015.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the COI. The Grants Specialist will respond to any such disclosure within 30 calendar days.

EPA’s COI Policy requires that recipients have systems in place to address, resolve and disclose to EPA COIs described in sections 4.0(b), (c) and/or (d) of the COI Policy that affect any contract or subaward regardless of amount funded under this award. The recipient’s COI Point of Contact for the award must disclose any COI to the EPA Grants

Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of the discovery of the potential COI and their approach for resolving the COI.

EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COI's described in section 4.0(b)(c) and (d) of the COI Policy regardless of the amount of the transaction. Recipients who are pass-through entities as defined at 2 CFR 200.1 must require that subrecipients being considered for or receiving subawards disclose COI to the pass-through entities in a manner that, at a minimum, is in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. Pass-through entities must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that recipients and subrecipients disclose COI's that are discovered under their systems for addressing and resolving COI. If recipients or subrecipients do not discover a COI, they do not need to advise EPA or the pass-through entity of the absence of a COI.

Upon notice from the recipient of a potential COI and the approach for resolving it, the Agency will then make a determination regarding the effectiveness of these measures within 30 days of receipt of the recipient's notice unless a longer period is necessary due to the complexity of the matter. Recipients may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. Failure to disclose a COI may result in cost disallowances.

Disclosure of potential COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the recipient notifies EPA of measures the recipient or subrecipient has taken to eliminate, neutralize or mitigate the conflict of interest when making the disclosure.

14. Utilization of Disadvantaged Business Enterprises

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

The following text either provides updates to 40 CFR, Part 33 based upon the associated class exception or highlights a requirement.

1. EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B

EPA no longer certifies entities as Minority-Owned Business Entities (MBEs) or Women-Owned Business Entities (WBEs) pursuant to a class exception issued in October 2019. The class exception was authorized pursuant to the authority in 2 CFR, Section 1500.3(b).

2. SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR Section 33.301, the recipient agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained. The specific six good faith efforts can be found at: [40 CFR Section 33.301 \(a\)-\(f\)](#).

However, in EPA assistance agreements that are for the benefit of Native Americans, the recipient must solicit and recruit Native American organizations and Native American-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts ([40 CFR Section 33.304](#)). If recruiting efforts are unsuccessful, the recipient must follow the six good faith efforts.

3. CONTRACT ADMINISTRATION PROVISIONS, 40 CFR Section 33.302

The recipient agrees to comply with the contract administration provisions of [40 CFR Section 33.302](#) (a)- (d) and (i).

4. BIDDERS LIST, 40 CFR Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR Section 33.501 (b) and (c) for specific requirements and exemptions.

5. FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

In October 2019, a class exception to the entire Subpart D of 40 CFR, Part 33 has been authorized pursuant to the authority in 2 CFR Section 1500.3(b). Notwithstanding Subpart D of 40 CFR, Part 33, recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

6. MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

When required, the recipient agrees to complete and submit a “Disadvantaged Business Enterprise Subcontractor Effort and Utilization Form”, on an annual basis, by the 7th of October.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the “Other” category), including amendments and/or modifications. When reporting is required, all procurement actions are reportable.

7. MBE/WBE RECORDKEEPING, 40 CFR, Part 33, Subpart E

The recipient agrees to comply with all recordkeeping requirements as stipulated in 40 CFR, Part 33, Subpart E including creating and maintaining a bidders list, when required. Any document created as a record to demonstrate compliance with any requirement of 40 CFR, Part 33 must be maintained pursuant to the requirements stated in this Subpart.

Programmatic General Terms and Conditions**15. Copyrighted Material and Data**

In accordance with [2 CFR 200.315](#), EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for [i.e., authorized by] the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as “co-regulators” or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA’s authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;

- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

16. Patents and Inventions

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 USC Sections 200-212.

Pursuant to the Bayh-Dole Act (set forth in 35 USC 200-212), EPA retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the recipient must utilize the Interagency Edison extramural invention reporting system at <https://www.nist.gov/iedison>. Annual utilization reports must be submitted through the system. The recipient is required to notify the Project Officer identified on the award document when an invention report, patent report, or utilization report is filed at <https://www.nist.gov/iedison>. EPA elects not to require the recipient to provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

In accordance with Executive Order 12591, as amended, government owned and operated laboratories can enter into cooperative research and development agreements with other federal laboratories, state and local governments, universities, and the private sector, and license, assign, or waive rights to intellectual property “developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories.”

17. Acknowledgement Requirements for Non-ORD Assistance Agreements

The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

Recipients of EPA Office of Research Development (ORD) research awards must follow the acknowledgement requirements outlined in the research T&Cs available at: <https://www.nsf.gov/awards/managing/rtc.jsp>. A Federal-wide workgroup is currently updating the Federal-Wide Research Terms and Conditions Overlay to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and when completed recipients of EPA ORD research must abide by the research T&Cs.

18. Electronic and Information Technology Accessibility

Recipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology (“EIT”). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient’s websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section

508 does not apply directly to grant recipients, we encourage recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities. Recipients may wish to consult the latest Section 508 guidelines issued by the U.S. Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0 (see <https://www.access-board.gov/about/policy/accessibility.html>).

19. Human Subjects

Human subjects research is any activity that meets the regulatory definitions of both research AND human subject. *Research* is a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. *Human subject* means a living individual about whom an investigator (whether professional or student) conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. [40 CFR 26.102 (d)(f)]

No research involving human subjects will be conducted under this agreement without prior written approval of the EPA to proceed with that research. If engaged in human subjects research as part of this agreement, the recipient agrees to comply with all applicable provisions of EPA Regulation 40 CFR 26 (Protection of Human Subjects). This includes, at Subpart A, the Basic Federal Policy for the Protection of Human Research Subjects, also known as the Common Rule. It also includes, at Subparts B, C, and D, prohibitions and additional protections for children, nursing women, pregnant women, and fetuses in research conducted or supported by EPA.

The recipient further agrees to comply with EPA's procedures for oversight of the recipient's compliance with 40 CFR 26, as given in EPA Order 1000.17 Change A1 (Policy and Procedures on Protection of Human Research Subjects in EPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under this assistance agreement, including recruitment, until the research has been approved or determined to be exempt by the EPA Human Subjects Research Review Official (HSRRO) after review of the approval or exemption determination of the Institutional Review Board(s) (IRB(s)) with jurisdiction over the research under 40 CFR 26.

For HSRRO approval, the recipient must forward to the Project Officer: (1) copies of all documents upon which the IRB(s) with jurisdiction based their approval(s) or exemption determination(s), (2) copies of the IRB approval or exemption determination letter(s), (3) copy of the IRB-approved consent forms and subject recruitment materials, if applicable, and (4) copies of all supplementary IRB correspondence.

Following the initial approvals indicated above, the recipient must, as part of the annual report(s), provide evidence of continuing review and approval of the research by the IRB(s) with jurisdiction, as required by 40 CFR 26.109(e). Materials submitted to the IRB(s) for their continuing review and approval are to be provided to the Project Officer upon IRB approval. During the course of the research, investigators must promptly report any unanticipated problems involving risk to subjects or others according to requirements set forth by the IRB. In addition, any event that is significant enough to result in the removal of the subject from the study should also be reported to the Project Officer, even if the event is not reportable to the IRB of record.

20. Animal Subjects

The recipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131- 2156. Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20,1985). The nine principles can be viewed at <https://olaw.nih.gov/policies-laws/phs-policy.htm>. For additional information about the Principles, the recipient should consult the *Guide for the Care and Use of Laboratory Animals*, prepared by the Institute of Laboratory Animal Resources, National Research Council.

21. Light Refreshments and/or Meals

APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event; and,
- (3) An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

Recipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the recipient's EPA Project Officer; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

Public Policy Requirements

22. Civil Rights Obligations

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Certifications and Representations in Sam.gov or Standard Form 424D, as applicable.

These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing federal and EPA regulations.

a. Statutory Requirements

- i. In carrying out this agreement, the recipient must comply with:
 1. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
 2. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
 3. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.
- ii. If the recipient is an education program or activity (e.g., school, college or university) or if the recipient is conducting an education program or activity under this agreement, it must also comply with:
 1. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance. For further information about your compliance obligations regarding Title IX, see 40 CFR Part 5 and <https://www.justice.gov/crt/title-ix>

- iii. If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:
 - 1. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

b. Regulatory Requirements

- i. The recipient agrees to comply with all applicable EPA civil rights regulations, including:
 - 1. For Title IX obligations, 40 C.F.R. Part 5; and
 - 2. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 CFR Part 7.
 - 3. For statutory and national policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.
 - 4. As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator and providing notices of non-discrimination.

c. TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation

- i. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at: <https://www.federalregister.gov/documents/2004/06/25/04-14464/guidance-to-environmental-protection-agency-financial-assistance-recipients-regarding-title-vi>
- ii. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at: <https://www.govinfo.gov/content/pkg/FR-2006-03-21/pdf/06-2691.pdf>
- iii. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

23. Drug-Free Workplace

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title [2 CFR Part 1536 Subpart E](#). Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at www.ecfr.gov/.

24. Hotel-Motel Fire Safety

Pursuant to 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

25. Lobbying Restrictions

a) This assistance agreement is subject to lobbying restrictions as described below. Applicable to all assistance agreements:

- i) The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR Part 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- ii) The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000 and require that subrecipients submit certification and disclosure forms accordingly.
- iii) In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- iv) Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- v) By accepting this award, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986 as required by Section 18 of the Lobbying Disclosure Act; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

b) Applicable to assistance agreements when the amount of the award is over \$100,000:

- i) By accepting this award, the recipient certifies, to the best of its knowledge and belief, that:
 - (1) No Federal appropriated funds have been or will be paid, by or on behalf of the recipient, 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, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the recipient shall complete and submit the linked [Standard Form -- LLL, "Disclosure Form to Report Lobbying,"](#) in accordance with its instructions.
 - (3) The recipient shall require that the language of this certification be included in the award documents for all subawards exceeding \$100,000 at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- ii) 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 failure.

26. Recycled Paper

When directed to provide paper documents, the recipient agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA.

27. Resource Conservation and Recovery Act

Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.323, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

28. Trafficking in Persons

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

- i. The recipient, the recipient's employees, subrecipients under this award, and subrecipients' employees may not—
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
- ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if the recipient or a subrecipient that is a private entity—
 1. Is determined to have violated a prohibition in paragraph a of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to the recipient or 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 2 CFR Part 1532.

b. Provision applicable to a recipient other than a private entity. EPA may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- i. Is determined to have violated an applicable prohibition in paragraph a. of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a of this award term through conduct that is either—
 1. Associated with performance under this award; or
 2. Imputed to 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 EPA at 2 CFR Part 1532.

c. Provisions applicable to any recipient.

- i. The recipient must inform the EPA immediately of any information received from any source alleging a violation of a prohibition in paragraph a of this award term.
- ii. Our right to terminate unilaterally that is described in paragraph a and b:
 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
- iii. The recipient must include the requirements of paragraph a of this award term in any subaward made to a private entity.

d. Definitions. For purposes of this award term:

- i. "Employee" means either:
 1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 2. 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.
- ii. "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.
- iii. "Private entity":
 1. 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.
 2. Includes:
 - a. 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).
 - b. A for-profit organization.
- iv. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

29. Build America, Buy America (Effective May 14, 2022 and applicable to all funding that date forward; Clarifications added October 1, 2022)

a. The recipient is subject to the Buy America Sourcing requirements under the Build America, Buy America provisions of the [Infrastructure Investment and Jobs Act](#) (IIJA) (P.L. 117-58, §§70911-70917) for the types of infrastructure projects under the EPA program and activities specified in the [chart, "Environmental Protection Agency's Identification of Federal Financial Assistance Infrastructure Programs Subject to the Build America Buy America Provisions of the Infrastructure Investment and Jobs Act."](#) None of the funds provided under this award may be used for a project of infrastructure unless all iron and steel, manufactured products, and construction materials that are consumed in, incorporated into, or affixed to an infrastructure project are produced in the United States. The Buy America preference requirement applies to an entire infrastructure project, even if it is funded by

both Federal and non-Federal funds. The recipient must implement these requirements in its procurements, and these requirements must flow down to all subawards and contracts at any tier. For legal definitions and sourcing requirements, the recipient must consult EPA's [Build America, Buy America website](#) and the Office of Management and Budget's (OMB) [Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#).

b. When supported by rationale provided in IIJA §70914, the recipient may submit a waiver request to EPA. Recipients should request guidance on the submission instructions of an EPA waiver request from the EPA Project Officer for this agreement. A list of approved EPA waivers (general applicability and project specific) is available on

the EPA [Build America, Buy America website](#).

c. For questions regarding the applicability of the Build America, Buy America Act requirements to this assistance agreement or if there is an approved waiver in place, please contact the EPA Project Officer for this agreement.

ATTACHMENT E
FEDERAL PROVISIONS
U.S. ENVIRONMENTAL PROTECTION AGENCY
CLIMATE POLLUTION REDUCTION PROGRAM

The Subrecipient agrees to comply with:

1. [Cybersecurity conditions](#)
 - a. The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.
 - b. (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.
(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.
2. Public Awareness conditions
 - a. [Signage Required Term and Condition](#)
 - b. [EPA Logo and Seal Specifications for Signage](#)
 - c. [Brownfields Public Awareness Terms and Conditions](#)
 - d. [Clean Water Act Section 319 Public Awareness Term and Condition](#)

ATTACHMENT F
COMPLIANCE INFORMATION REGARDING FEDERAL NONDISCRIMINATION
LAWS AND REGULATIONS
(Applicable to all federal and state funded agreements)

Compliance with Federal Nondiscrimination Laws and Regulations. Any individual or entity receiving an ANR contract or grant, regardless of the funding source, for itself, its assignees, subcontractors, and other successors in interest (“hereinafter referred to as “Party”) shall comply with federal nondiscrimination laws and regulations.

Non-Discrimination: Party shall not discriminate, and will prohibit its employees, agents, subcontractors, subgrantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

Identification of non-compliance with applicable federal nondiscrimination laws and regulations under this award or any subaward will be based on failure to provide assurances, when upon request, that these requirements are being adhered to. ANR will require cooperative resolution of any discovered deficiency throughout the life of this agreement. Failure to reasonably resolve any discovered deficiency relating to these federal nondiscrimination laws and regulations could be grounds for suspension, termination, or cancellation of the award. ([40 CFR 7.130](#)).

**ATTACHMENT G
OTHER AGREEMENT PROVISIONS**

A. The parties agree that ownership of all data, papers, reports, forms, or other material collected or produced by the SUBRECIPIENT, under this contract, (the "work product") shall belong to the SUBRECIPIENT. Upon a request made by the Northwest Regional Planning Commission or State of Vermont, the SUBRECIPIENT shall provide, free of cost, copies of all such work product no later than 30 days from the date of the request. The Northwest Regional Planning Commission and State of Vermont shall have a nonexclusive, nontransferable, irrevocable, royalty free paid-up license to use or have used the work product for or on behalf of the Northwest Regional Planning Commission or State of Vermont during the pendency of the agreement and thereafter.

B. Records Available for Audit: The SUBRECIPIENT 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 SUBRECIPIENT 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 two 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.

C. Independence, Liability, Indemnity:

a. The SUBRECIPIENT will act in an independent capacity and not as officers or employees of the NRPC.

b. This Agreement requires the SUBRECIPIENT to provide professional services in the design and/or engineering of all or a part of the Project to which this Agreement relates. This is not an Agreement for construction services. However, construction administration, observation or certification services may be required on the part of the SUBRECIPIENT if this Agreement so provides. Before commencing work on this Agreement and throughout the term of this Agreement, the SUBRECIPIENT shall procure and maintain liability insurance for all services performed under this Agreement, with minimum coverage as required by the Agency of Administration but not less than \$1,000,000 per claim and \$2,000,000 policy aggregate.

D. The SUBRECIPIENT shall defend the NRPC and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the SUBRECIPIENT or of any agent of the SUBRECIPIENT in providing "non-professional services" under this Agreement. As used herein, "non-professional services" means services provided under this Agreement other than professional services relating to the design and/or engineering of all or part of the project. The NRPC shall notify the SUBRECIPIENT in the event of any such claim or suit covered by the Subsection C, and the SUBRECIPIENT shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit arising out of "non-professional services" provided under this Agreement.

E. Notwithstanding anything to the contrary set forth in Subsection C above, the SUBRECIPIENT shall not be obligated to defend the NRPC and its officers and employees against claims or suits arising

from CONTRACTOR's provision of engineering design services or architectural design services. However, the CONTRACTOR's obligation to defend the NRPC and its officers and employees against all claims or suits arising out of "non-professional services" provided under this Agreement as provided in Subsection C above and the CONTRACTOR's other obligations under Attachment C shall remain in effect.

e. The SUBRECIPIENT agrees to indemnify and hold the NRPC, its officers and employees, harmless from and against monetary damages to third parties, together with reasonable costs, expenses and attorney's fees incurred and paid by the NRPC in defending claims by third parties (collectively "Damages) but only in the event and to the extent such Damages are incurred and paid by the NRPC as the proximate cause of negligent acts, errors or omissions ("Professional Negligence") by the SUBRECIPIENT, its employees, agents, consultants and subcontractors, in providing the professional services required under this Agreement.

f. As used herein "Professional Negligence" or "negligent acts, errors or omissions" means a failure by the SUBRECIPIENT to exercise that degree of skill and care ordinarily possessed by a reasonably prudent design professional practicing in the same or similar locality providing such services under like or similar conditions and circumstances.

g. The SUBRECIPIENT shall indemnify the NRPC and its officers and employees in the event that the NRPC, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the SUBRECIPIENT arising from the provision of "non-professional services" (as defined herein) under this Agreement.

h. The SUBRECIPIENT shall not be obligated to indemnify the NRPC and its officers and employees for any Damages incurred by the NRPC attributable to the NRPC's own negligent acts, errors or omissions or the negligent acts, error or omissions of its officers, agents or employees, or the acts, errors, omissions or breach of Agreement by persons or entities other than the SUBRECIPIENT, its employees, agents, consultants and subcontractors.

i. After a final judgment or settlement the SUBRECIPIENT may request recoupment of specific defense costs and may file suit in Franklin Superior Court requesting recoupment. The SUBRECIPIENT 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 SUBRECIPIENT.

SECTION I - GENERAL GRANT INFORMATION

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¹ Grant #: 03420-10369		² Original <input checked="" type="checkbox"/> Amendment # _____	
³ Grant Title: MRC STTRONG Subrecipient Grant			
⁴ Amount Previously Awarded: \$ 0.00		⁵ Amount Awarded This Action: \$5,000.00	
⁶ Total Award Amount: \$5,000.00			
⁷ Award Start Date: 07/01/2024		⁸ Award End Date: 06/30/2025	
⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
¹⁰ Vendor #: 43329		¹¹ Grantee Name: Central Vermont Regional Planning Commission	
¹² Grantee Address: 29 Main Street, Suite 4			
¹³ City: Montpelier		¹⁴ State: Vermont	
		¹⁵ Zip Code: 05602	
¹⁶ State Granting Agency: AHS/VDH/Division of Emergency Preparedness, Response and Injury Prevention			¹⁷ Business Unit: 03420
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$ N/A Description:	

²⁰ If this action is an amendment, the following is amended:
Amount: Funding Allocation: Performance Period: Scope of Work: Other:

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Identifier [UEI] #: L97JQHE86VX3		²² Indirect Rate: _____% (Approved rate or de minimis 10%)		²³ FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): 06				²⁵ R&D: <input type="checkbox"/>	
²⁶ Entity Identifier [UEI] 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 (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$0.00	\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

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
93.008	39106- MRC STTRONG	\$0.00	\$5,000.00	\$5,000.00	U3REP230689	06/01/2023	\$1,202,990.00
³⁹ Federal Awarding Agency:		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
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Total Awarded - All Funds		\$0.00	\$5,000.00	\$5,000.00			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY

NAME: Heather Rigney
TITLE: MRC State Coordinator
PHONE: 802-651-1614
EMAIL: heather.rigney@vermont.gov

GRANTEE

NAME: Christian Meyer
TITLE: Executive Director
PHONE: 802-229-0389
EMAIL: meyer@cvregion.com

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

PART 2 - GRANT AGREEMENT

1. Parties: This is a Grant Agreement for services between the State of Vermont, Department of Health, Division of Emergency Preparedness, Response, & Injury Prevention (hereinafter called "State"), and Central Vermont Regional Planning Commission with principal place of business in Montpelier, Vermont (hereinafter called "Subrecipient"). 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.
2. Subject Matter: The subject matter of this Grant Agreement is further development of the Medical Reserve Corps (MRC) to serve the citizens of the State of Vermont during emergency events, providing health promotion and disease prevention information, and for sustainability of the MRC unit.. Detailed services to be provided by the Subrecipient are described in Attachment A.
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
5. Cancellation: This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.
6. Attachments: This Grant consists of 15 pages including the following attachments which are incorporated herein:

Grant Agreement – Part 1 – Grant Award Detail Sheet

Grant Agreement – Part 2 – Grant Agreement

Attachment A - Specifications of Work to be Performed

Attachment B - Payment Provisions

Attachment C - Standard State Provisions for Contracts and Grants

Attachment D - Modifications of Attachment C or Attachment F (N/A)

Attachment E - Business Associate Agreement (N/A)

Attachment F - AHS Customary Contract/Grant Provisions

Order of Precedence:

Grant Agreement – Part 1

Grant Agreement - Part 2

Attachment D - Modifications of Attachment C or Attachment F (N/A)

Attachment C – Standard State Provisions for Contracts and Grants

Attachment A - Specifications of Work to be Performed

Attachment B - Payment Provisions

Attachment E - Business Associate Agreement (N/A)

Attachment F - AHS Customary Contract/Grant Provisions

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

PART 2 – GRANT AGREEMENT

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT.

STATE OF VERMONT

GRANTEE

By:

By:

Mark Levine, MD
Commissioner
Vermont Department of Health

Christian Meyer
Executive Director
Central VT Regional Planning Commission

Date: _____

Date: _____

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

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**ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED**

1. Background/Overview:

The Medical Reserve Corps (MRC) is a national network of local groups of volunteers, with a mission to engage volunteers in activities that strengthen public health, emergency response and community resiliency. MRC volunteers include medical and public health professionals, as well as others interested in improving the health and safety of their local jurisdictions. MRC units identify, screen, train and organize volunteers, and utilize them to support routine public health activities and augment preparedness and response efforts.

2. Required Services/Activities:

TASK 1: MRC Member Training(s):

- Trainings may include virtual meetings and/or independent online approved courses, such as the MRC core trainings, or in-person trainings offered at local, regional or state levels. Training hours done by MRC volunteers independently of their unit must be submitted and approved by the Unit Coordinator for the MRC Unit.
- MRC Units must host or offer to send volunteers to a training on The Responder Health and Safety Management System (RMS) as a condition of this grant. Types of classes that would qualify include classes discussing bloodborne pathogens, personal protective equipment, emergency communications equipment, scene safety, de-escalation, etc. Fit testing of volunteers would also fall into this category.

TASK 2: MRC Public Health and Preparedness Emergency and Non-Emergency Activities:

Activities can include educating the public or community partners on a topic, or provide a health/public health support to the community. For example, first aid stations, health screenings, developing education materials, and other approved activities are allowable. All emergency work pertaining to the MRC will fall under Activities.

- Within this category, MRC Units must offer or participate in a minimum of two volunteer recruitment events per fiscal year. Events will be listed on Unit Activities section of www.mrc.hhs.gov as Recruitment or New Member Orientation.
- At minimum, MRC Unit must schedule two non-emergency community-facing volunteer opportunities per year. Community-facing is defined as being a public event worked on behalf of or in conjunction with one or more local community partners.

TASK 3: MRC Call-Down Drills:

Call-Down Drills are messaging sent to volunteers which require a read and response option to test volunteers' ability to receive emergency traffic and notify their host Unit. These are done quarterly through the State MRC office.

**STATE OF VERMONT
DEPARTMENT OF HEALTH
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- Call-down drills conducted must meet 60% response rate or higher (score of 2 or better on After-Action Review) for the unit to document this as an eligible expense. If the Unit is unable to meet this minimum via the state-level call-downs, Unit Coordinators may conduct their own internal low-notice or no-notice drill specific to their unit after conducting education on the importance of alerting, or use results of actual emergency call-downs if these meet the 60% response rate. Drill will be conducted using HSEEP guidelines.

Reporting:

Grantees must document all Tasks on <https://mrc.hhs.gov/> then submit the MRC Documentation Form (Appendix 1) for costs incurred and/or value of services to receive payment.

Grantee will:

Submit program reports to the email address, copying the Program Manager as follows:

A report of Unit Activities for the submittal period will be provided every six months based upon data entered into www.mrc.hhs.gov.

Required:

A copy of the Invoice and Grant Documentation Form

If applicable:

Send to:

Vermont Department of Health

280 State Street

Waterbury, Vermont 05671-3880

ATTN: Heather Rigney

EMAIL: AHS.VDHDEPRIPMRC@vermont.gov

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

**ATTACHMENT B
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. Payment is contingent upon approval by the State and will be made to the Grantee after approval of an invoice and any reporting requirements listed in Attachment A: Scope of Work. The State may withhold payment in whole or in part in the event of the Grantee’s failure to comply with the terms of this agreement.

Invoicing & Payments:

The Subrecipient will be paid for products or services specified in attachment A, for services performed, up to the maximum allowable amount specified in this agreement. Allowable costs for activities under this agreement are as follows:

Task	Deliverable	Budget Maximum Allowable Amount
Task 1	Training	\$2,000.00
Task 2	Activities	\$2,000.00
Task 3	Call-Down Drills	\$1,000.00

Total expenditures for this grant will not exceed \$5,000

The subrecipient may request payment under this agreement by submitting an invoice and reporting requirements described above and in Attachment A. Invoices must be signed and dated by the Grantee, and include the following:

- Grantee’s name
- Grantee’s mailing address
- Grant number
- Invoice date
- Description of activities performed
- Amount due per actual expense
- Required deliverables and reporting materials
- Invoices, receipts and supporting documentation related to a request for reimbursement

Electronic emails are preferred. Invoices, reports and supporting documentation must be submitted to Heather.Rigney@vermont.gov. Physical invoices can be mailed to:

Vermont Department of Health
Attn: Heather Rigney
280 State Drive
Waterbury, VT 05671-3880

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SUBRECIPIENT GRANT AGREEMENT**

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**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
Revised October 1, 2024**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated October 1, 2024) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.”

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ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT
PROVISIONS

1. **Definitions:** For purposes of this Attachment F, the term "Agreement" shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term "Party" when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term "Party" shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term "Party" as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term "Party" shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver*):

Inspection and Retention of Records: In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the

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performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

Medicaid Notification of Termination Requirements: Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

Encounter Data: Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

4. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA § 8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational

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Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and

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“independent contractors” for all purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of “workers” and “independent contractors” relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. **Data Protection and Privacy:**

Protected Health Information: Party shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this Agreement. Party shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

Protection of Personal Information: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual’s identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place or birth, mother’s maiden name, etc.

Other Confidential Consumer Information: Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

Data Breaches: The notice required under the Use and Protection of State Information terms of Attachment C shall be provided to the Agency of Digital Services Chief

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Information Security Officer. <https://digitalservices.vermont.gov/about-us/contacts>. Party shall in addition comply with any other data breach notification requirements required under federal or state law or Attachment E.

8. **Abuse and Neglect of Children and Vulnerable Adults:**

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact through (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

Computing and Communication: Party shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Party as part of this agreement. Options include, but are not limited to:

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1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

Intellectual Property/Work Product Ownership: All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement -- including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement, or are a result of the services required under this grant -- shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30-days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

Party shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State of Vermont.

If Party is operating a system or application on behalf of the State of Vermont, Party shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Party's materials.

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

Security and Data Transfers: Party shall comply with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and

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security. The State will advise the Party of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Party to implement any required.

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. Party will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

Party, in the event of a data breach, shall comply with the terms of Section 7 above.

10. **Other Provisions:**

Environmental Tobacco Smoke. Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

2-1-1 Database: If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding

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its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The “Inclusion/Exclusion” policy can be found at www.vermont211.org.

Voter Registration: When designated by the Secretary of State, Party agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

Drug Free Workplace Act: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

Lobbying: No federal funds under this agreement may be used to influence or attempt 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, continuation, renewal, amendments other than federal appropriated funds.

AHS ATT. F 6/19/2024

Certificate Of Completion

Envelope Id: 99C86F0C964F4FA6B996BEBA27CD55AF	Status: Sent
Subject: Signature Request - Vermont Department of Health DEPRIP Grant 10369_CV Regional Planning Commission	
Source Envelope:	
Document Pages: 15	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Angela Foster
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	One National Life Drive
	ADS Finance Office Dewey Bldg. 1st Floor
	Montpelier, VT 05620
	angela.foster@vermont.gov
	IP Address: 174.169.239.34

Record Tracking

Status: Original	Holder: Angela Foster	Location: DocuSign
10/31/2024 9:52:09 AM	angela.foster@vermont.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: AHS - VDH Vermont Department of Health - AHS6	Location: DocuSign

Signer Events

Signature	Timestamp
Christian Meyer meyer@cvregion.com Executive Director	Sent: 10/31/2024 9:54:02 AM Viewed: 10/31/2024 10:12:08 AM
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:
Accepted: 10/31/2024 10:12:08 AM
ID: 03c5c27b-dd23-4b6e-8e33-964ae93a2dbb

Julie Arel
julie.arel@vermont.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 12/1/2022 10:48:04 AM
ID: 32909642-9e8d-4793-b0cb-c846e27b5180

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Danielle Tucker danielle.tucker@vermont.gov Division Administrator	COPIED	Sent: 10/31/2024 9:54:02 AM
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:
Accepted: 2/13/2023 9:06:10 AM
ID: 7a5140b6-9fed-4bff-89f6-b1cbc5518195

Carbon Copy Events	Status	Timestamp
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VDH Grants and Contracts
ahs.vdhgrantsandcontracts@vermont.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/31/2024 9:54:02 AM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, AHS - VDH Vermont Department of Health (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.10 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact AHS - VDH Vermont Department of Health:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: phil.kerin@vermont.gov

To advise AHS - VDH Vermont Department of Health of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at phil.kerin@vermont.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from AHS - VDH Vermont Department of Health

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sov.esign@vermont.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with AHS - VDH Vermont Department of Health

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to phil.kerin@vermont.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify AHS - VDH Vermont Department of Health as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by AHS - VDH Vermont Department of Health during the course of your relationship with AHS - VDH Vermont Department of Health.

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

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #:03420-10018		² Original _____ Amendment # <u>1</u>	
³ Grant Title: Hot Weather Emergency Planning, CVRPC			
⁴ Amount Previously Awarded: \$17,000.00		⁵ Amount Awarded This Action: \$0.00	⁶ Total Award Amount: \$17,000.00
⁷ Award Start Date:10/1/2023		⁸ Award End Date: 12/31/2024	⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
¹⁰ Vendor #: 43329	¹¹ Grantee Name: Central Vermont Regional Planning Commission		
¹² Grantee Address: 29 Main St #4			
¹³ City: Montpelier		¹⁴ State: VT	¹⁵ Zip Code: 05602
¹⁶ State Granting Agency: Vermont Department of Health			¹⁷ Business Unit: 03420
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	¹⁹ Match/In-Kind: \$ _____ N/A _____	Description:	
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input checked="" type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Identifier [UEI] #: L97JQHE86VX3		²² Indirect Rate: <u>90.01</u> % <small>(Approved rate or de minimis 10%)</small>	²³ FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
²⁴ Grantee Fiscal Year End Month (MM format): 06			²⁵ R&D: <input type="checkbox"/>
²⁶ Entity Identifier [UEI] 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
(includes subrecipient Global Commitment funds)

					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
93.070	Environmental Public Health and Emergency Response	\$17,000.00	\$0.00	\$17,000.00	NUE1EH001457	5/25/23	\$300,000.00
³⁹ Federal Awarding Agency: Centers for Disease Control and Prevention		⁴⁰ Federal Award Project Descr: Building Resilience Against Climate Effects in Vermont					
		\$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
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		\$17,000.00	\$0.00	\$17,000.00			

SECTION IV - CONTACT INFORMATION

<p>STATE GRANTING AGENCY</p> <p>NAME: Jared Ulmer TITLE: Climate & Health Program Manager PHONE: 802-865-7762 EMAIL: jared.ulmer@vermont.gov</p>	<p>GRANTEE</p> <p>NAME: Sam Lash TITLE: Climate & Energy Planner PHONE: 802-262-1053 EMAIL: Lash@cvregion.com</p>
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**STATE OF VERMONT
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AMENDMENT

It is agreed by and between the State of Vermont, Vermont Department of Health, Division of Environmental Health and Central Vermont Regional Planning Commission that the grant numbered #03420-10018 is amended effective June 30, 2024 as follows:

- I. **Grant term:** The Grant end date, wherever such reference appears in the Grant, shall be changed from June 30, 2024 to December 31, 2024.
- II. **Attachment A, Scope of Work:** Attachment A, page 5-6, the deliverable due dates listed will be deleted and replaced as follows:

Deliverable	New Due Date
1.1	6/30/2024
1.2	6/30/2024
2.1	7/31/2024
3.1	12/31/2024
3.2	12/31/2024

- III. **Attachment B, Payment Provisions:** Attachment B, Payment Provisions, page 7, Invoicing & Payments table shall be deleted in its entirety and replaced as follows to reflect new deliverable due dates:

Performance Period	Activity/Deliverable	Deliverable Due	Invoice Due	Maximum Allowable Amount
1/1/24 – 6/30/24	Task 1 / Deliverables 1.1, 1.2	6/30/2024	7/30/2024	\$1,000
4/1/24 – 7/31/24	Task 2 / Deliverable 2.1	7/31/2024	8/30/2024	\$1,000
7/1/24 – 12/31/24	Task 3 / Deliverables 3.1, 3.2	12/31/2024	1/30/2025	\$15,000

- IV. **Attachment C, Standard State Provisions:** Attachment C, is hereby deleted and replaced as follows:

**ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS
REVISED DECEMBER 7, 2023**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.”

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Grant 03420-10018

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Amendment 1

V. Attachment F, Customary Contract/Grant Provisions: Attachment F, shall be deleted in its entirety and replaced as follows:

**ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS**

1. **Definitions:** For purposes of this Attachment F, the term "Agreement" shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term "Party" when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term "Party" shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term "Party" as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term "Party" shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver*):

Inspection and Retention of Records: In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service

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Grant 03420-10018

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Amendment 1

providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

Medicaid Notification of Termination Requirements: Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

Encounter Data: Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

4. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals

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Amendment 1

with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and “independent contractors” for all purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of “workers” and “independent contractors” relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. **Data Protection and Privacy:**

Protected Health Information: Party shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this Agreement. Party shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

Protection of Personal Information: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual’s identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place or birth, mother’s maiden name, etc.

Other Confidential Consumer Information: Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

Data Breaches: The notice required under the Use and Protection of State Information terms of Attachment C shall be provided to the Agency of Digital Services Chief Information Security Officer. <https://digitalservices.vermont.gov/about-us/contacts>. Party shall in addition comply with any other data breach notification requirements required under federal or state law or Attachment E.

8. **Abuse and Neglect of Children and Vulnerable Adults:**

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-

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Amendment 1

existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact though (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

Computing and Communication: Party shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Party as part of this agreement. Options include, but are not limited to:

1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

Intellectual Property/Work Product Ownership: All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement -- including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement, or are a result of the services required under this grant -- shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30-days notice by the State. With respect to software computer programs and/or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

Party shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State of Vermont.

If Party is operating a system or application on behalf of the State of Vermont, Party shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Party's materials.

STATE OF VERMONT
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Amendment 1

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

Security and Data Transfers: Party shall comply with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Party of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Party to implement any required.

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. Party will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

Party, in the event of a data breach, shall comply with the terms of Section 7 above.

10. **Other Provisions:**

Environmental Tobacco Smoke. Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

2-1-1 Database: If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The "Inclusion/Exclusion" policy can be found at www.vermont211.org.

Voter Registration: When designated by the Secretary of State, Party agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

Drug Free Workplace Act: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

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Amendment 1

Lobbying: No federal funds under this agreement may be used to influence or attempt 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, continuation, renewal, amendments other than federal appropriated funds.

AHS ATT. F 6/19/2024

**STATE OF VERMONT
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Except as modified by this amendment and any and all previous amendments to this grant, all provisions of this grant #03420-10018 dated October 1, 2023 shall remain unchanged and in full force and effect.

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT.

STATE OF VERMONT

SUBRECIPIENT

By:

By:

Mark Levine, MD
Commissioner
Vermont Department of Health

Christian Meyer
Executive Director
Central Vermont Regional Planning Commission

Date: _____

Date: _____

Address:
29 Main Street #4
Montpelier, VT 05602

Certificate Of Completion

Envelope Id: D90EB495BCCD44C1828D072F71292118	Status: Sent
Subject: Signature Request - Vermont Department of Health EH Grant #:03420-10018	
Source Envelope:	
Document Pages: 9	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Lillian Smith
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	One National Life Drive
	ADS Finance Office Dewey Bldg. 1st Floor
	Montpelier, VT 05620
	Lillian.Smith@vermont.gov
	IP Address: 66.30.89.139

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Signer Events

Signature	Timestamp
Christian Meyer meyer@cvregion.com Executive Director	Sent: 10/4/2024 1:52:18 PM Viewed: 10/7/2024 1:33:47 PM
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:
Accepted: 10/7/2024 1:33:47 PM
ID: e44a4363-e17d-43b8-a722-9bd1df087c89

Julie Arel
julie.arel@vermont.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 12/1/2022 10:48:04 AM
ID: 32909642-9e8d-4793-b0cb-c846e27b5180

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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VDH Grants and Contracts
ahs.vdhgrantsandcontracts@vermont.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, AHS - VDH Vermont Department of Health (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.10 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact AHS - VDH Vermont Department of Health:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: phil.kerin@vermont.gov

To advise AHS - VDH Vermont Department of Health of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at phil.kerin@vermont.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from AHS - VDH Vermont Department of Health

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sov.esign@vermont.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with AHS - VDH Vermont Department of Health

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to phil.kerin@vermont.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify AHS - VDH Vermont Department of Health as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by AHS - VDH Vermont Department of Health during the course of your relationship with AHS - VDH Vermont Department of Health.