



Grant Funding Opportunity Announcement (FOA)
Workforce Education and Training Fund Grant
Vermont Training Grant
FOA #: WETF – 2019 – VTRG

Total Funds Available: \$350,000
Posted: February 15, 2019
Closes: **March 15, 2019 at 4:30pm**

I. Grant Funding Opportunity Description

The Workforce Education and Training Fund (WETF) supports up-skilling and re-skilling opportunities for Vermont workers through technical and academic instruction, on-the-job training, internships, pre-apprenticeships, apprenticeships, returnships, and other workforce development activities aimed at strengthening and expanding the labor force.

The Vermont Training Grants (VTG), funded through the WETF, provide grants to private, public, and non-profit entities – including school districts – for existing or new training programs that enhance the skills of Vermont workers. Training programs funded by VTG must lead to an industry recognized credential, post-secondary degree, certificate, or endorsement.

In fiscal year 2019, the Department of Labor is allocating \$350,000 of the WETF in support of VTG. This funding opportunity announcement describes the process for awarding these funds through a competitive application process.

II. Award Information

Award Type and Amount

The total amount awarded under this FOA will be \$350,000 and shall not exceed \$60,000 per applicant. Grants will fund trainings for occupations in the following sectors: Health Care, Manufacturing, Construction, Business Services, and Transportation.

Allowed Uses

Grants may be used for direct instruction and related tuition costs for the following activities:

- Occupational or technical training
- Post-secondary academic instruction
- Competency based on-the-job training
- Related instruction for a registered apprenticeship
- Pre-apprenticeship instruction

Additionally, curriculum development, equipment and supplies, assessment fees, and administrative costs may be funded under this grant, so long as the total cost does not exceed 35% of the entire award.

Period of Performance

The period of performance for grants awarded under this funding opportunity is April 1, 2019 to December 31, 2019. Awardees may request a later start or end date and with the permission of the Commissioner of Labor.

Reporting

Grantees will submit quarterly fiscal and programmatic reports. The programmatic performance reports will consist of a data-driven template and a short narrative. The Department of Labor will provide guidance to grantees on the form and substance of both reports.

III. Eligibility & Application Information

Eligible Applicants

Public, private, and non-profit entities – including school districts – are eligible to apply for this grant. Organizations must be in good standing with the state and be able to comply with all standard state provisions and assurances contained in Attachment D: Standard State Provisions for Contracts and Grant as revised 12/15/2017.

Proposal Criteria

The Vermont Department of Labor is seeking proposals to support the creation and expansion of sector specific training grants. Grants under this FOA will fund trainings for occupations in the following sectors: Health Care, Manufacturing, Construction, Business Services, and Transportation.

Sector specific training funded through this grant opportunity must occur in one of the following formats:

- Occupational or technical training,
- Post-secondary academic Instruction,
- Competency-based on-the-job training,
- Related instruction for a registered apprenticeship, or
- Pre-apprenticeship instruction.

Trainings must result in an industry recognized credential, post-secondary credit, certificate, or other occupational endorsement.

Applicants must describe:

- The process for recruiting participants;
- Access to additional supports for participants, including mentoring, stipends, support services, career counseling, occupation-related instruction; if applicable;
- Credential that the training leads to;
- The expected number of participants;
- The connection between the training opportunity and an in-demand occupation; and
- Employers that will benefit from participants' successful completion.

Application Process

Applicants shall submit applications to Sally Redpath (sally.redpath@vermont.gov) by close of application period. The application should include:

- Application (Attachment A)
- Budget form and narrative (Attachment B & C)
- Any additional information that is relevant to the review and selection process.

IV: Review & Selection

Selection Criteria

In addition to the proposal criteria listed in section III above, proposals addressing the following aims will be favored:

- Training that leads to an opportunity for permanent employment with employer;
- Strong occupational demand;
- Participants include individuals with barriers to employment, including ex-offenders, New Americans, disadvantaged youth, unemployed, and mature workers;
- Innovative ways to expand placements, including braiding of funds and matches or incentives offered by employers or third parties;
- To the extent possible, aligns with subsequent programs offered through the Vermont State College System, the University of Vermont and State Agricultural College, or an accredited independent college located in Vermont; and
- Additional supports or benefits offered to participants by an employer or the training provider.

Application Review Process

The Department of Labor will create a grant review team with representatives from the Agency of Education, the State Workforce Development Board, and the Agency of Commerce and Community Development. The team will consider applications using the selection criteria above and will submit recommendations for grant funding to the Commissioner of Labor by March 22, 2019. The Commissioner will make final determinations and applicants will be notified by March 26, 2019.

V. Department Contacts

For further information about this FOA, please contact Sally Redpath, Grant Manager, at (802) 828-4394, or sally.redpath@vermont.gov. Please reference this FOA # in your inquiries.

Attachment A – Application

The purpose of this grant is to provide new or existing training to adults that enhance occupational or technical skills and result in an industry recognized credential, post-secondary degree, certificate, or endorsement.

Section 1. Basic Information

1. Legal Name of Applicant
2. Principal Place of Business
3. Legal Address
4. Individual Authorized to Sign the Grant Agreement (Name, Title, **and E-mail**)
5. Applicant Employer Identification Number (EIN)
6. Application Contact Person (Name, Phone, E-mail)
7. Applicant Organization's fiscal year ends on:
8. Applicant Organization (**has/does not have**) a recent record of financial accountability supported by an independent auditor's statement.
9. Applicant Organization (**had/has not had**) an A-133 audit. (An A-133 audit is a federal audit that would be required if the entity has expended \$750,000 or more in federal funds over the entity's past fiscal year.)
10. **If** the Applicant Organization has had an A-133 audit, the **date of last audit is:**

Section 2. Grant Description and Scope of Work

1. Describe the training opportunity offered, including assessments, curriculum, instruction, timeline, etc.
2. Describe the credential, certificate, degree, or endorsement resulting from this training and how it is connected to an in-demand occupation or career pathway.

3. How will participants be recruited and enrolled? Is there a participant demographic or profile that is targeted?
4. Describe any additional supports for participants, including mentoring, stipends, support services, career counseling, occupation-related instruction, if applicable.
5. How many participants are expected to enroll using this grant award?
6. Which employers will benefit from participants' successful completion?
7. Describe applicant's qualifications to provide training and implement this grant.
8. Please supply any additional information about this proposal that would be helpful in evaluating it.

Section 3. Performance & Reporting

Grantees will file quarterly performance and financial statements within 45 days of the end of each quarter. Ten percent (10%) of total grant funding will be withheld until all required reports, including performance reports, financial statements, and grant closeout documents, have been received by the Department of Labor.

Attachment B- Budget

1. Personnel	
2. Fringe Benefits (Rate %)	
3. Travel	
4. Supplies	
5. Contractual	
6. Other	
7. Total, Direct Cost (Lines 1 through 7)	
8. Indirect Cost	
9. TOTAL Funds Requested (Lines 8 through 9)	

Attachment C – Budget Narrative

Describe how funds will be used. For example, describe the title and role of personnel, the types and purpose of travel, the types and purpose of supplies, the activities that will be contracted, etc. Descriptions may be brief.

Personnel and Fringe Benefits

Amount =

Description:

Travel

Amount =

Description:

Supplies

Amount =

Description:

Contractual

Amount =

Description:

Other

Amount =

Description:

Indirect

Amount =

Description:

Attachment D – Contract Provisions

PART 1. STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS (REVISED DECEMBER 15, 2017)

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 A 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.

PART 2. VERMONT DEPARTMENT OF LABOR SPECIAL PROVISIONS

- 1. Budget Reductions.** If mid-year budgetary reductions or rescissions are enacted by the State of Vermont, the Department of Labor may seek to modify this Agreement in accordance with available funding or may cancel the Agreement within the Agreement’s provisions for cancellation.
- 2. Unemployment Insurance Compensation.** Recipients of grant and/or contract funds must comply with Vermont Statutes Annotated Title 21, Chapter 17 concerning unemployment insurance compensation.
- 3. Conflict of Interest.** Parties will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of subagreements. No employee, officer or agent of the Party shall participate in the outcome of any matter including but not limited to the selection, award or administration of a subagreement (subgrant/subcontract), if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, an organization which employs or is about to employ any of the above, has a financial or other interest in the matter.
- 4. Monitoring and Reporting Program Performance.** Parties are responsible for managing the day-to-day operations of Agreement supported activities. Parties must monitor subagreement supported activities to assure compliance with applicable State requirements and that performance goals are being achieved. Subparty monitoring must cover each program, function or activity.
- 5. Equipment.** Purchase of a piece of equipment costing \$5,000 per item or more and having a life of a year or more must be submitted to the Vermont Department of Labor (VDOL) for prior approval. All

approved equipment must be inventoried, tracked and reported at the completion of the grant. Any equipment purchased by or furnished to the Party by the State under this Agreement is provided on a loan basis only and remains the property of the State.

6. Program Income. The Party is authorized to utilize the “addition method” if any Program Income is generated throughout the duration of this Agreement. The Party is allowed to deduct costs incidental to generating Program Income to arrive at a net Program Income [29 CFR Part 95.24(c)]; or [29 CFR Part 97.25(c)(g)(2)]

7. Consultants. Consultants may not be utilized under this Agreement without written pre-approval of the State. Consultant fees paid under this Agreement shall be limited to \$585 per day without additional VDOL Grant Manager approval.

8. Publicity. No funds provided under this Agreement shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Vermont Legislature and the Congress, except in presentation to the Legislative or Congress themselves. Nor shall Agreement funds be used to pay the salary or expenses of any Agreement Party or agent acting for such Party, related to any activity designed to influence legislation or appropriations pending before Legislature or Congress.

9. Prior Approval/Review of Releases. Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Party under this Agreement shall be approved/reviewed by the State prior to release, and must clearly state that the program is funded in whole or in part by the Vermont Department of Labor.

10. Grant-Funded Employee Conduct. The State reserves the right to discontinue funds to the Party for all or selected activities contained in the Agreement should there be egregious conduct by any persons funded in whole or part by the state.

11. Financial Statements and Grant Closeout. Grantee must file quarterly financial statements within 45 days of the end of each quarter. Ten percent (10%) of total grant funding will be withheld until all required reports, including performance reports, financial statements, and grant closeout documents, have been received by the Department of Labor.