** Grant Funding Opportunity Announcement**

 Vermont Internship Program Grants – FY22

Total Funds Available: $400,000

Posted: May 19, 2022

Written Questions Due: May 31, 2022 (by 4:00pm)

Grant Information Webinar: [June 2, 2022 (3:30pm – 4:30pm)](https://teams.microsoft.com/registration/O5O0IK26PEOcAnDtzHVZxg%2CSp4UwKaPMU6qN7E3PuvvFg%2C1JQoXBEqt0WK9WjSLnP5JQ%2CYkBfmSUoKkWoyXuMgj74yw%2CQwGVZKrGz0OTTlA5JScveQ%2CrMKGf0OELE6lo9xjYuu-EA?mode=read&tenantId=20b4933b-baad-433c-9c02-70edcc7559c6&webinarRing=gcc)

Closes: June 9, 2022 (by 4:00pm)

Awards Announced: June 15, 2022

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**I. Grant Funding Opportunity Description**

The Vermont Department of Labor (VDOL) supports up-skilling and re-skilling opportunities for Vermont workers through workforce development activities aimed at strengthening and expanding the labor force in Vermont.

The Vermont Department of Labor’s Vermont Internship Program promotes internships by providing grants to organizations who support or connect Vermont employers with student-interns from regional career technical education centers or postsecondary educational institutions. Funding may be used to build or administer a new or existing internship program or to provide interns with need-based stipends during the internship.

This funding opportunity announcement describes the process for awarding $400,000 of Vermont Internship Program Funds through a competitive application process.

**II. Award Information**

Award Type and Amount: Grant awards will range from $10,000 to a maximum of $50,000. Applicants may not request more than $50,000. Factors that will support awarding a higher grant amount include:

* The establishment of *new* internship opportunities with a Vermont employer,
* The degree to which the employer, industry organization, philanthropic, or applicant is also funding costs such as program administration, intern stipends, job-related equipment or supplies, mentoring or coaching of employer or intern, or other employer incentives,
* The number of interns relative to the size of the award requested,
* Whether internships funded by this grant are structured to support the possibility of a job offer for the participant,
* The use of innovative approaches in recruitment, selection, and support for interns that will result in serving more individuals with disabilities, limited English language proficiency, or who have otherwise been historically marginalized, and
* Unique characteristics in the proposal that align with the state’s efforts to increase the labor force in high demand occupations.

Period of Performance: The standard period of performance for grants awarded under this funding opportunity is June 30, 2022, to June 30, 2023.

Reporting: Grantees will submit quarterly fiscal reports using a form supplied by the Department. Grantees will submit a programmatic performance report at within 30 days after the grant ends, including a closeout package. The Department of Labor will provide a form for the programmatic report which will include request to provide one or more testimonials by a participating intern and employer, in addition to the following data points:

* Number of intern applications
* Number of interns placed
* Number of internships completed
* Rate and total pay for each intern
* Number of employers served
* Number of permanent employment offers made by employer at completion of internship
* Number of interns who received offers of employment (not made by hosting employer) before the end of the grant period
* Demographic data including age, gender, and race of interns

**III. Eligibility & Application Information**

Eligible Applicants: Public and private entities are eligible to apply for this grant. Organizations must be in good standing with the state, be able to comply with all standard state provisions and assurances contained in “Attachment C: Standard State Provisions for Contracts and Grants” as revised 12/15/2017 and comply with the State of Vermont’s Agency of Administration Bulletin No. 5, Policy for Grant Issuance and Monitoring, located on the Agency’s website. Additionally, all business entities receiving funds must have an active Vermont JobLink account.

Proposal Criteria: The Vermont Department of Labor is seeking proposals to support the creation and expansion of internship programs and opportunities at the postsecondary level and at the secondary level *if the intern is enrolled at a career or technical education program.* Grants will not be awarded to projects or proposals that replace or supplant existing positions with interns through the creation or expansion of internship opportunities.

Internship proposals funded through this grant opportunity must achieve the following aims:

* Provide participants with paid work experiences with a Vermont employer for a minimum of 4 weeks,
* Promote understanding and competency in occupation-specific or transferable skills required for success in the workplace through work-based experiences, and
* Include employer involvement with the development of industry-specific practices for on-the-job training.

Project Narrative: Applicants must provide a narrative describing the following components of their proposal using the attached application form:

* The process for recruiting and matching interns,
* Access to additional supports for interns, including mentoring, stipends, support services, career counseling, occupation-related instruction, if applicable,
* The scope of internship opportunities targeted, including any sector or geography-specific components,
* The expected number of interns and employers served,
* Any specific efforts that will be performed to promote equity, diversity, and inclusion in the recruitment, selection, and support for interns, and
* Likelihood for work opportunities or continued employment with host employer post-internship.

Project Budget:Applicants must complete the budget and budget narrative using the forms provided. Grants are administered as reimbursement for actual costs. Grantees may ask for advanced funds for up to 90% of the award amount but must submit a complete and correct accounting of all funds prior to close-out. Equipment and construction costs are not permissible under this grant opportunity. Budget categories and descriptions are as follows:

Personnel: Salary costs for individuals employed by grantee. Does not include wages for interns.

*List all staff positions by title including the roles and responsibilities. State the annual salary of each person, the percentage of each person’s time devoted to the project, the amount of each person’s salary funded by the grant and the total personnel cost for the period of performance.*

Fringe Benefits: Fringe Benefit costs for individuals included in Personnel cost above.

*Provide a breakdown of the amounts and percentages that comprise fringe benefit costs such as health insurance, FICA, retirement, etc. If fringe costs are calculated as a percentage of personnel costs, please note the percentage used in addition to the dollar amount.*

Travel: Costs can be for grantee’s employees or for travel provided directly by grantee to participants. Travel stipends should be listed under “Other.”

*Specify the purpose, number of staff traveling, mileage, per diem, estimated number of in-state and out-of-state trips and other costs for each type of travel.*

Supplies: Supplies include all tangible personal property, including technology.

*The detailed budget should identify categories of supplies (e.g., office supplies). List the quantity and unit cost and total cost per item. No item may exceed $5,000 in value.*

Contractual: Goods or services procured by contract.

*For each proposed contract and subaward, specify the purpose, activities, and estimated cost. Contracts are a legal instrument by which the grantee purchases tangible goods or services needed to carry out the project or program. No contract may exceed $5,000 and all contracts must include Attachment A from the grant agreement and must be approved by the Workforce Development Director before execution.*

Other:Costs that are not covered in other categories.

*List each item in sufficient detail for DOL to determine whether the costs are reasonable or allowable. List item, such as stipends or incentives, not covered elsewhere.*

Indirect: Costs that are not directly allocated.

*VDOL prefers that grantees allocate all costs directly. When that isn’t possible, grantees are permitted to account for indirect costs, provided that they submit a currently approved indirect cost rate agreement issued by the federal government or the state of Vermont. The Department of Labor does not approve or issue these agreements directly. A copy of this agreement must be submitted with the application as Attachment D.*

Application: Please use Attachments A, B, and C to complete and submit your application. Note: Attachment A must be submitted in the original Microsoft Word format.

Attachment A

* Section 1: Basic Information
* Section 2: Project Narrative
* Section 3: Budget
* Section 4: Budget Narrative

Attachment B:

* Attestation to understanding and agreement with grant terms

Attachment C:

* Approved signatories.

Attachment D:

* Current, approved indirect cost agreement (if applicable).

Application Process:Applicants shall submit a complete application period (Attachments A, B, and C) to labor.grants@vermont.gov by 4:00pm on June 9, 2022. Attachment A must be submitted in Microsoft Word format. Attachments B & C must be signed and submitted as a .pdf. Electronic signatures are accepted.

Questions: All questions related to the grant program or application may be submitted to labor.grants@vermont.gov by May 31, 2022 (4:00pm). Please reference 2022 Internship Grant in the subject of your email. We do not have the ability to answer questions via telephone or offer one on one technical assistance at this time. All questions submitted will be answered during a webinar on June 2, 2022 from 3:30pm-4:30pm. A recording of the webinar will be posted on labor.vermont.gov and an FAQ document will be available to reference following the webinar.

**IV: Review & Selection**

Application Review Process: The Department of Labor will consider applications using the selection criteria listed below. Applicants will be notified via email about their award status by June 15, 2022.

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

* Internship experience leads to an opportunity for permanent employment with intern employer,
* Opportunities in health care, construction, manufacturing, hospitality, childcare, broadband, or EMS are targeted,
* Program targets postsecondary participants who have an affiliation with Vermont and wish to become employed in Vermont,
* Participants with potential barriers to future employment are provided additional support or consideration, and
* Innovative ways to expand internship placements, including braiding of non-state or federal funds, special incentives offered by employers or third parties, or participant outreach.

**ATTACHMENT A: PROJECT PROPOSAL**

*Please type your answers directly into this Word Document and submit as .docx. Please title it [Grantee Name Internship Grant 2022] and send to* *labor.grants@vermont.gov* *along with ATTACHMENT B, C, and D (if applicable). Please try to send all Attachments in one email.*

**SEC 1: BASIC INFORMATION**

If your application is selected for funding, the following information will be used to compile the grant agreement between your organization and VDOL. Please ensure that the information you provide is accurate.

**1. Legal Name of Applicant Organization** (*If another organization would serve as your fiscal agent for this grant, please use their legal name).*

**2. Legal Address of Applicant Organization.**

**3. First &Last Name, Email, and Title of Individual Authorized to Sign on Behalf of Grantee.** (*This email address will be the way that grant documents will be routed for official signatures via an online electronic signature platform, DocuSign.)*

**4. Applicant Employer Identification Number (EIN) and DUNS number.**

**5. First and Last Name, Email, and Title of Contact Person for this Application and Implementation of the Program.**

**SEC 2: PROJECT NARRATIVE**

Please address the following components in narrative form. Please keep answers concise. Information you provide in this section will become your scope of work, if awarded the grant.

**A. Overview of Project.** Describe how grantee proposes to create or expand paid internship programs or opportunities at the postsecondary level or at the secondary (high school) level *only if the intern is enrolled at a career or technical education program.* Note specific employers, sectors, or regions of the state that internships will be located and whether the internships will be staggered through the performance period or clustered around a particular season. Please be sure this section addresses the following:

* What specific work will be performed with grant funds?
* If there are deliverables beyond the placement or payment of interns, what are they?
* Who is going to do the work funded by this grant?
* What is the timeline completing the work of this grant
* How will VDOL and grantee know when the work of the grant is completed?
* That grantee will collect the following performance information, in addition to demographic data of participants:
	+ Number of intern applications
	+ Number of interns placed
	+ Number of internships completed
	+ Rate and total pay for each intern
	+ Number of employers served
	+ Number of permanent employment offers made by employer at completion of internship
	+ Number of interns who received offers of employment (not made by hosting employer) before the end of the grant period

**B. Internship Structure:** Describe whether internships will be paid for by grantee with grant funds, estimated rate of pay, whether employers will contribute to salary or benefits, and if additional financial supports, such as transportation or other stipends, will be made available. Provide information about how interns will be recruited, selected, and supported – including onboarding and mentoring – and the likely duration of the internship. Include detail about the possibility of employment offers by employers at the conclusion of the internship.

**C. Work-Based Learning and Training.** Describe how the internship opportunities funded by this grant will provide participants with opportunities to learn occupation-specific or transferable skills required for success in the workplace through work-based experiences. Include detail about employer involvement with the development and support of industry or job-specific training during the experience.

**D. Equity, Diversity, and Inclusion.** Describe any specific efforts to promote and support equity, diversity, and inclusion in the recruitment, selection, and employment of interns under this grant.

**E. Additional Information.** You may use this section to include other relevant information about the proposal that you feel would be valuable for the reviewers to know.If your proposal is selected, information you include here will also become part of your scope of work.

**F. Projected Placements.** Please indicate how many interns and employers will be supported with this grant using the form below.There may be overlap through quarters. The total should reflect an unduplicated count.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Q1 (July – Sept) | Q2 (Oct –Dec) | Q3 (Jan – March) | Q4 (April – June) | **TOTAL** |
| **Interns Enrolled** |  |  |  |  |  |
| **Employers Served** |  |  |  |  |  |

**SEC 3. BUDGET INFORMATION**

Record funds requested for the initial period of performance.

 Budget Category Grant Request Amount

|  |  |
| --- | --- |
| 1. Personnel |  |
| 2. Fringe Benefits  |  |
| 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) |  |

**SEC. 4. BUDGET NARRATIVE**

Describe how funds will be used. Descriptions may be brief but require sufficient detail so that fiscal and program staff can match reimbursement request documentation to what is noted below.

**Personnel**  Amount =

Salary costs for individuals employed by grantee. Does not include wages for interns. *List all staff positions by title including the roles and responsibilities. State the annual salary of each person, the percentage of each person’s time devoted to the project, the amount of each person’s salary funded by the grant and the total personnel cost for the period of performance.*

Description:

**Fringe Benefits** Amount =

Fringe Benefit costs for individuals included in Personnel cost above. *Provide a breakdown of the amounts and percentages that comprise fringe benefit costs such as health insurance, FICA, retirement, etc. If fringe costs are calculated as a percentage of personnel costs, please note the percentage used in addition to the dollar amount.*

Description:

**Travel**  Amount =

Costs can be for grantee’s employees or for travel provided directly by grantee to participants. Travel stipends should be listed under “Other.” *Specify the purpose, number of staff traveling, mileage, per diem, estimated number of in-state and out-of-state trips and other costs for each type of travel.*

Description:

**Supplies**  Amount =

Supplies include all tangible personal property, including technology. *The detailed budget should identify categories of supplies (e.g., office supplies). List the quantity and unit cost and total cost per item. No item may exceed $5,000 in value.*

Description:

**Contractual**  Amount =

Goods or services procured by contract. *For each proposed contract and subaward, specify the purpose, activities, and estimated cost. Contracts are a legal instrument by which the grantee purchases tangible goods or services needed to carry out the project or program. No contract may exceed $5,000 and all contracts must include Attachment A from the grant agreement and must be approved by the Workforce Development Director before execution.*

Description:

**Other**  Amount =

Costs that are not covered in other categories. *List each item in sufficient detail for DOL to determine whether the costs are reasonable or allowable. List item, such as stipends or incentives, not covered elsewhere.*

Description:

**Indirect\*** Amount =

Costs that are not directly allocated. *VDOL prefers that grantees allocate all costs directly. When that isn’t possible, grantees are permitted to account for indirect costs, provided that they submit a currently approved indirect cost rate agreement issued by the federal government or the state of Vermont. The Department of Labor does not approve or issue these agreements directly. A copy of this agreement must be submitted with the application as Attachment D.*

Description:

 **TOTAL** =

\* Grantees may only receive payments for indirect costs if they have a federal or state approved indirect cost agreement.

**ATTACHMENT B: ASSURANCES AND GRANT PROVISIONS**

The following provisions are included in VDOL’s grant agreements. Please review and sign below to acknowledge that you have read and are able to comply with each provision. Grantees may refer to Bulletins 3.5 and 5 issued by the Agency of Administration for more information about the State of Vermont’s standard 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:**

1. 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.
2. 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.
3. 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.
4. 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:

1. is not under any obligation to pay child support; or
2. is under such an obligation and is in good standing with respect to that obligation; or
3. 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:**

1. **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.
2. **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.
3. **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:

1. **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.

1. **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).
2. **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:**

1. **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.
2. **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, or 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(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 division director approval.

**8. Lobbying.** 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 the Vermont 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 reviewed and approved 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.

**12. Submission of fiscal and insurance information.** Grantee must submit to the Department all required financial forms before requesting any funds under this grant. Before performing any of the activities described in the grant, grantee must submit required proof of insurance and the authorization of approved signatories.

**13. Future Awards.** Funds awarded under this program are obligated annually. Selection and funding of this award does not constitute a promise to pay grantee for same or similar work in future years. Grantee should not rely on future funding from the Vermont Department of Labor to sustain services or the operation its program beyond the performance period of this grant.

**14. Subgrants/Subcontracts.** The Director of Workforce Development must review and approve all subgrants and subcontracts executed under this agreement. Each subagreement shall comply with the “State of Vermont Agency of Administration Bulletin 3.5” as to form and execution.

**15.** **Publicity.** VDOL authorizes use of its logo and the words “Sponsored by the Vermont Department of Labor” or other words approved by the Department’s communications coordinator on all promotional activities and materials concerning activities of this grant. Grantee shall share all materials and coordinate communications with the Department.

**PART 2: Worker’s Compensation**

With respect to all operations performed, the grantee shall carry workers’ compensation insurance in accordance with the laws of the State of Vermont. Please ensure that your policy or exemption status (including the submission of any required forms) is up to date BEFORE submitting your application.

**PART 3. SIGNATURE**

**I have read the terms and conditions of the 2022 Vermont Internship Grant above and attest that my organization is willing and able to comply with all terms upon submission of this application.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Grantee Signature Date**

**ATTACHMENT C – AUTHORIZED GRANT SIGNATORIES**

Grantee Organization Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NAME(S), TITLE(S) AND SIGNATURE OF PERSON(S) AUTHORIZED TO:**

**(A) Sign Grant Documents and this Form**

NAME: TITLE:

SIGNATURE: E-MAIL:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(B) Sign Checks**

NAME: TITLE:

SIGNATURE: E-MAIL:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(C) Sign Cash Requests**

NAME: TITLE:

SIGNATURE: E-MAIL:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(D) Sign Quarterly Financial Statements**

NAME: TITLE:

SIGNATURE: E-MAIL:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Certification By Person Listed In (A) Above:** I certify that the individuals named above are authorized according to federal and state law and grantee organization to perform the stated functions.

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_

**Instructions for the Authorization and Certification Form**

*This form may be e-signed or signed manually. A recent copy must be sent to* *labor.grants@vermont.gov* *before a grant is executed.*

**Explanation of Authorization Status:**

(A) Sign the Grant and this form: Must be an authorized signor of the organization. Must also

sign the final closeout forms.

(B) Sign Checks: Must be authorized to sign checks and disburse the funds on behalf of the organization.

**NOTE: The person authorized to sign checks may not be the same person who is authorized to submit cash requests. Also, an individual may not sign their own paycheck.**

(C) Sign Cash Requests: Must be authorized to submit cash requests for reimbursement of costs on behalf of the organization.

(D) Sign Quarterly Financial Statements: Must be authorized to submit quarterly financial statements on behalf of the organization.

Revised 05/22