

STATE OF VERMONT JOINT FISCAL OFFICE

MEMORANDUM

To: James Reardon, Commissioner of Finance & Management

From: Nathan Lavery, Fiscal Analyst

Date: August 10, 2009

Subject: JFO #2383, #2384, #2385, #2386

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

JFO #2383 — \$15,750 grant from the University of Delaware Research Office to the Agency of Agriculture, Food and Markets. These grant funds be used to conduct a one day workshop and a webinar series on risk management and human resources for VT dairy producers.

[JFO received 7/10/09]

JFO #2384 — \$14,782 grant from the Mary Imogene Bassett Hospital to the Agency of Agriculture, Food and Markets. These grant funds be used to produce and translate into Spanish safety training videos for VT dairy producers with Hispanic employees. [*JFO received 7/10/09*]

JFO #2385 — \$10,000 grant from the National Alcohol Beverage Control Association to the Department of Liquor Control. These grant funds be used to provide updated materials for public outreach and officer education related to prevention of underage consumption of alcohol. [*JFO received 7/10/09*]

JFO #2386 — \$30,000 grant from the National Court Appointed Special Advocate Association to the Judiciary – Trial Court Operations Division. These grant funds be used to hire a limited service coordinator to expand the guardian ad litem program in Chittenden County. [*JFO received 7/10/09*]

In accordance with 32 V.S.A. §5, the requisite 30 days having elapsed since these items were submitted to the Joint Fiscal Committee, the Governor's approval may now be considered final. We ask that you inform the Secretary of Administration and your staff of this action.

cc: Roger Allbee, Secretary Michael Hogan, Commissioner Robert Greemore, Court Administrator



STATE OF VERMONT JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee Members

From: Nathan Lavery, Fiscal Analyst

Date: July 13, 2009

Subject: Grant Requests

Enclosed please find four (4) requests that the Joint Fiscal Office has received from the administration:

JFO #2383 — \$15,750 grant from the University of Delaware Research Office to the Agency of Agriculture, Food and Markets. These grant funds be used to conduct a one day workshop and a webinar series on risk management and human resources for VT dairy producers. [*JFO received 7/10/09*]

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The Joint Fiscal Office has reviewed these submissions and determined that all appropriate forms bearing the necessary approvals are in order. In accordance with the procedures for processing such requests, we ask you to review the enclosed and notify the Joint Fiscal Office (Nathan Lavery at (802) 828-1488; <u>nlavery@leg.state.vt.us</u>) if you have questions or would like an item held for Joint Fiscal Committee review. Unless we hear from you to the contrary by <u>July 27</u> we will assume that you agree to consider as final the Governor's acceptance of these requests.

cc: James Reardon, Commissioner Roger Allbee, Secretary Michael Hogan, Commissioner Robert Greemore, Acting Court Administrator



STATE OF VERMONT JOINT FISCAL OFFICE

MEMORANDUM

To: Representative Carolyn Partridge

From: Nathan Lavery, Fiscal Analyst

Date: July 13, 2009

Subject: JFO #2383, #2384

Representative Michael Obuchowski asked that I forward to you a copy of the enclosed grant materials and cover memo. He requests your observations regarding the enclosed item.

cc: Rep. Michael Obuchowski Stephen Klein



JFO 2384

Agency of Administration

State of Vermont Department of Finance & Management 109 State Street, Pavilion Building Montpelier, VT 05620-0401

[phone] 802-828-2376 [fax] 802-828-2428

STATE OF VERMONT FINANCE & MANAGEMENT GRANT REVIEW FORM

Grant Summary:	- · ·	Tools for Producers into Span	Vermont Talk abo ish for th	t Dairy Produce out Safety on tl e Mary Imoger	ers" video and a ne he Farm" and trans	nish "Safety Training ew video "Vermont slating three existing videos l. The videos will be nic employees.		
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Department:	Agricultu	re Food a	and Markets	- <u></u>				
Legal Title of Gra	nt:							
Federal Catalog #	•	N/A	· · · · · ·	·····				
Grant/Donor Nan	The Mary 13326	Imogene	e Bassett Hospi	ital one Atwell Ro	ad, Cooperstown, NY			
Grant Period:	From:	4/1/2009	To:	3/31/2010				
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Department of Finance & Version 1.1 - 10/15/08	vianagement		Page	1 of 2	- 6	ISCAL OFFICE		

STATE OF VERMONT REQUEST FOR GRANT ACCEPTANCE (Form AA-1)

BASIC GRANT INFORMA	<u> </u>			
1. Agency:	Agency of Agriculture,	Food & Markets	· · · · · · · · · · · · · · · · · · ·	
2. Department:	•		· · · · · · · · · · · · · · · · · · ·	
3. Program:	Vermont Farm Safety P	rogram		
4. Legal Title of Grant:			• • • • • • • • • • • • • • • • • • • •	
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7. Grant Period: From	n: 4/1/2009	To:	3/31/2010	
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STATE OF VERMONT REQUEST FOR GRANT ACCEPTANCE (Form AA-1)

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MEMORANDUM OF AGREEMENT April 1, 2009 – March 31, 2010

SUBJECT: Subcontract between: The Mary Imogene Bassett Hospital and

Vermont Agency of Agriculture, Food & Markets

Ladies and Gentlemen:

This letter constitutes the Agreement between The Mary Imogene Bassett Hospital (MIBH) and Vermont Agency of Agriculture, Food & Markets, whereby Vermont Agency of Agriculture, Food & Markets will, under the supervision and direction of Louise Waterman, conduct research, "Safety Training Tools for Vermont Dairy Producers: Three Existing Safety Videos Translated into Spanish plus a new 'Vermont Producers Talk about Safety on the Farm' video", in support of work under NIH Grant #5 U50/OH07542-08. In the event that Louise Waterman relinquishes or expects to relinquish active directorship of this work, Vermont Agency of Agriculture, Food & Markets agrees to immediately notify MIBH in writing and submit biographical data for change of personnel with a written request for such change, all of which will be subject to MIBH and NIH written approval.

I. STATEMENT OF WORK

The Vermont Agency of Agriculture, Food & Markets shall furnish all personnel, materials and services and shall do all things necessary to perform the analyses requested by MIBH, which is attached as Appendix I.

II. <u>REPORTS OF WORK</u>

Upon the request of the designated MIBH Technical Representative of this subcontract, quarterly progress reports shall be forwarded to MIBH Technical Representative for transmittal to NIH. The Technical Representative for MIBH will be John J. May, M.D. At the conclusion of the contract, a final report will be due within 90 days. This report will consist of introductory statements describing the problem and related work already published, the methods used in the current project, the results of these methods and a discussion of the significance of these findings.

III. FEES, PERIOD, BILLING, PAYMENT AND FINANCIAL REPORTS

The Vermont Agency of Agriculture, Food & Markets is authorized to incur costs substantially in accord with the budget attached as "Appendix II" for a total not to exceed \$14,782. (including indirect costs) during the period 4/1/09 through 3/31/10. Rebudgeting shall be within current Public Health Service (PHS) guidelines (effective 4/1/94). Changes requiring NIH approval shall be submitted to MIBH in writing for review and approval.

An original invoice and one copy must be submitted to: Ms. Karen Zuill, Finance Department, The Mary Imogene Bassett Hospital, One Atwell Road, Cooperstown, NY 13326. Invoices should be clearly marked with the grant budget number **#383**. Invoices should reflect the expenditure categories in Appendix II.

A final report of expenditures for the budget period shall be forwarded to Ms. Karen Zuill no later than 45 days after conclusion of grant year.

IV. PROTECTION OF HUMAN SUBJECTS

The Vermont Agency of Agriculture, Food & Markets will comply with DHHS policies and regulation regarding the protection of human subjects (45C.F.R. or 46C.F.R. as amended) and agrees to assure continued monitoring and compliance with these requirements during the course of any project for which these apply. In such instances, a PHS Form 596 indicating IRB approval from Vermont Agency of Agriculture, Food & Markets of the protocol shall be returned to MIBH along with a fully executed copy of this Agreement. Copies of renewed and amended approvals, suspensions, terminations, and incidents reported on human subjects shall also be forwarded to MIBH within 5 working days of such actions or incidents.

V. <u>APPROVALS</u>

All requests for approval and correspondence regarding administrative matters will be submitted in writing to the Technical Representative, John J. May, M.D., The Mary Imogene Bassett Hospital, One Atwell Road, Cooperstown, N.Y. 13326.

The Technical Representative is not authorized to amend or alter this Agreement. Any such alterations or amendments must be approved by written mutual agreement of the parties hereto.

VI. <u>TERMINATION BY EITHER PARTY</u>

MIBH and Vermont Agency of Agriculture, Food & Markets may terminate this subcontract upon sixty (60) calendar days written notice to the other party. Upon receipt of such notification, Vermont Agency of Agriculture, Food & Markets may make no further commitments under this subcontract and must take all reasonable actions to cancel outstanding obligations. The total cost of the subcontract shall then be negotiated between MIBH and Vermont Agency of Agriculture, Food & Markets and Vermont Agency of Agriculture, Food & Markets shall be reimbursed for all noncancelable commitments under this subcontract.

VII. DEBARMENT AND SUSPENSION

By signing this agreement, Vermont Agency of Agriculture, Food & Markets certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency.

VIII. SCIENTIFIC MISCONDUCT

By 6/01/09, the Vermont Agency of Agriculture, Food & Markets shall provide MIBH with evidence of having submitted to NIH (Office of Scientific Integrity) an assurance that the School of Public Health has established administrative procedures to review allegations of scientific misconduct.

IX. <u>PUBLICATIONS</u>

All research reports and other publications relating to the work under this grant shall be in accordance with the DHHS Policy Statement and shall be coordinated through the MIBH Research Institute. Proper acknowledgement of the support provided will state that: "This project was supported by grant #5 U50/OH07542-08 awarded by CDC/NIOSH." The principal investigator at MIBH, and the co-investigators at Vermont Agency of Agriculture, Food & Markets shall together make the decision regarding authorship on research reports and other publications.

X. <u>LAW</u>

The subcontract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Vermont.

XI. GENERAL CONDITIONS

The grantee agrees that it will expediently initiate and in a timely manner complete the requested services under this subcontract, in accordance with all applicable provisions of regulations cited in Grant Award #5 U50/OH07542-08, a copy of which is attached as Appendix III.

The appropriate programmatic and administrative personnel of Vermont Agency of Agriculture, Food & Markets and MIBH involved in this grant application are aware of the NIH consortium grant policy and are prepared to establish the necessary inter-institutional agreements consistent with that policy.

This Agreement in no way establishes an agency relationship between MIBH and Vermont Agency of Agriculture, Food & Markets. Each party shall maintain its separate independence and its separate identity. Each party shall have exclusive control of its management, employees, staff, policies and assets. Neither party assumes any liabilities for the acts of the other party.

MIBH and Vermont Agency of Agriculture, Food & Markets shall each hold harmless and indemnify the other party and its agents, servants, employees, directors and trustees from and against any liability, loss, damage, cost or expense, including attorneys' fees, that it or its agents, servants, employees, directors or trustees may suffer, from any claim, demand, suit or action against it or them by reason of any act or failure to act on the part of the indemnifying party or its agents, servants, employees, directors or trustees in connection with or arising out of this Agreement. The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of receipt of notice of commencement of any action with respect to which a claim for indemnification is to be made hereunder. The indemnifying party will be entitled to assume the defense of such action with counsel reasonably acceptable to the indemnified party, and after notice from the indemnifying party will not be liable to the indemnified party for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof. The provisions of the paragraph shall survive any termination of this Agreement for any reason whatsoever.

XII. <u>INSURANCE</u>

Each party shall maintain adequate liability insurance coverage relating to the acts and omissions of its agents, servants, employees, directors or trustees in connection with this Agreement either in the form of a self-insurance program or in the form of a policy purchased from an insurance company.

XIII. <u>RESPONSIBILITY</u>

The Vermont Agency of Agriculture, Food & Markets retains the administrative responsibility for services rendered. Notwithstanding any other provision in this contract, the faculty remains responsible for insuring that any services provided pursuant hereto comply with all pertinent provisions of federal, state and local statutes, rules and regulations.

XIV. MODIFICATIONS

This is the entire Agreement. There shall be no oral modifications to this contract, and any modifications of amendments of the terms of this contract shall not be binding unless executed in writings by the parties hereto. The terms of this Agreement supersede all prior agreements and understandings of the parties hereto.

Agreed to by:

Vermont Agency of Agriculture, Food & Markets

BY Allbee dividual authorized to sign

The Mary Imogene Bassett Hospital

Tan Ini.

ΒY

Date

any action with respect to which a claim for indemnification is to be made hereunder. The indemnifying party will be entitled to assume the defense of such action with counsel reasonably acceptable to the indemnified party, and after notice from the indemnifying party will not be liable to the indemnified party for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof. The provisions of the paragraph shall survive any termination of this Agreement for any reason whatsoever.

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Agreed to by:

Vermont Agency of Agriculture, Food & Markets

The Mary Imogene Bassett Hospital

ΒY

Typed name and title of individual authorized to sign

Date

BY ohn

NYCAMH/NEC Director Director of the Bassett Research Instit

5/28/09

Background:

There are approximately 1100 dairy producers in Vermont. The dairy industry in Vermont generates 80-85% of our agricultural revenue. This project will focus on the development of safety training tools for dairy producers with Hispanic employees; plus a new 'Vermont Producers Talk about Safety on the Farm' video available to all dairy producers in Vermont. Increasing farm safety and reducing Workers Compensation costs is an essential part of Vermont's dairy industry and it's important to the industry's future in Vermont. Providing a safer working environment for employees is an important part of a producer's and or manager's responsibilities.

Hispanic workers have become an essential part of Vermont's dairy industry. A recent survey of Vermont's dairy producers indicates that one-third of all full-time employees on these farms are Hispanic. This number continues to grow. It's not just large farms that have Hispanic workforces; many small farms are starting to utilize this workforce. Producers are utilizing this workforce resource in an attempt to alleviate the labor shortage crisis in the Vermont dairy industry.

This Hispanic workforce is a great asset to our dairy industry. However communication problems can limit job performance and impact safety on the farm. Communication issues hamper safety and productivity - impacting farm profitability. One way this human resource risk for Vermont dairy businesses can be managed is through improved workforce safety training.

Agriculture is among the most hazardous occupations with the highest rate of occupational fatalities and eight times the national average within all industry sectors. This information is from the US Department of Labor Statistics in 2005.

All dairy farmers are concerned for the safety and health of all their employees and this project addresses these concerns and provides training tools to make safety training easier and dairy farms safer places to work. Safer environments on dairy farms can also translate into smaller increases or lower levels in Workers Compensation Insurance premiums due to fewer claims.

We have been working with Vermont dairy producers on farm safety awareness and training through several projects.

One thing we are finding with the Vermont Farm Safety Program (started in 2007 and continuing in 2009- 2010) is that producers are looking for more bilingual safety training material. All participants in the program receive an extensive notebook of materials, posters and signs for farm safety. Program participants receive 3 videos that are only available in English. They are: "Power Take-Off Safety"- 8 minute video, "A tractor Accident Can Happen to Anyone" – 17 minute video and "We're Going to Hound You about Winter Safety" – 7 minute video. Participants are not only asking for more 'tools' in Spanish; several producers declined to participate in this program because of limited material available in Spanish.

We have also conducted bilingual employee milker training workshops. We have included a safety component with each of these workshops.

We have offered an occupational Spanish class for Vermont dairy producers for the last three winters. Approximately 100 producers will have taken the class after this winter run of classes.

Objectives - Timelines - Methods

This proposed project - Safety Training Tools for Vermont Dairy Producers will translate 3 videos ("Power Take-Off Safety"- 8 minute video, "A tractor Accident Can Happen to Anyone" – 17 minute video and "We're Going to Hound You about Winter Safety" – 7 minute video) to Spanish and make them available to Vermont dairy producer participating in the Safety Program as well as any Vermont producer with Hispanic employees interested in safety training tools. These are 3 very important topics to address with Hispanic employees.

**Project Objective: Increase the number of bilingual safety video tools available to producers with Hispanic workers; More Hispanic employees will have an increased awareness and understanding of safety concerns on the farm as well as know how to work safely around power take-offs, on tractors and in cold weather.

Timeline and Method for this objective:

June – August, 2009

Determine who will do the translating for the 3 videos being translated into Spanish Develop Spanish narration

September – November, 2009

Studio production and editing for the Spanish translation of the 3 videos

December, 20009

Burn 50 copies of the Spanish and English version of each of these videos: Power Take-Off Safety"- 8 minute video, "A tractor Accident Can Happen to Anyone" – 17 minute video and "We're Going to Hound You about Winter Safety" – 7 minute video.

This project also proposes to update the Vermont made video "It Can't Happen to Me". This 23 minute video was produced over 20 years ago and features Vermont producers sharing their personal stories about safety on their farm. We will shorten the up new video to 10 minutes so producers can use this video as a 'intro' to a safety meeting. This video will be a great training tool because it's <u>producers</u> talking about how accidents CAN and DO happen and the impact to families and businesses.

APPENDIX I

** Project Objective: Reproduce a safety video made with Vermont producer to raise safety awareness on farms – a local producer driven safety video will make fellow producers and their employees sit up and take notice

Timeline and Method for this objective:

June – August 2009

Research, Outline and Production Planning 'Sign-up' producers willing to participate in the new "It Can't Happen to Me" Vermont producer video

Location Scouting and Develop shooting script

September – October 2009

On-location field production

November – December, 2009

Transcribe interviews Develop editing script, write narration Record new video Burn 50 copies

**Project Objective: Provide addition training tools to Vermont dairy producers who will in turn provide proper training for themselves, farm family members and employees.

**Project Objective: To raise safety awareness on farms by making it easy to perform producer and employee safety training through availability of safety videos; More productive employees through increased safety awareness and training.

Timeline and Method for these objectives:

January, 2010 and beyond:

Make these tools available to Vermont Dairy Producers through existing programs and future programs.

A key to the success of this project is working with Vermont dairy producers who are committed to the success of their businesses. Producers were the driving force behind developing this project proposal. They are asking for increased assistance for Hispanic

APPENDIX I

worker training to make human resource management easier. Producers also listen closely to other respected producers in their area of production. Project participants will be producers who are motivated to move forward with improving safety practices on their farms.

Potential funding sources / mechanisms for future expansion of this project:

We would ask for industry support, in particular insurance companies that do business in Vermont. Cooperative Insurance and Alan Fogg (an independent insurance agent in Vermont working with producers) are very interested in continuing to work with us. Also milk companies such as St Albans Cooperative and agricultural bankers such as Yankee Farm Credit would be potential future collaborators. We feel confident in getting industry support because we have worked with industry very successfully on other projects.

Budget:

Please see attached budget form and attached supplements to the budget form.

nstitution:	Vermont Agency of A	Agriculture,	Food & Ma	rket	s					
			hort date form				<u> </u>		-	
eriod of Performance:	From	06/01/09	to -	· (05/30/10					
lethod of Selection:	Competitive									
mount Requested	\$ 14,998	-	•							
escription of Activities:	Safety Training Too	ls for Dairy I	Producers:	Thre	ee Existi	ng Safety V	'ideo	s Trans	lated i	nto
	Spanish; Plus a new	'Vermont P	roduce <mark>r</mark> s T	alk a	about Sa	fety on the	Farn	n' videc)	
emized Budget:										
		*		_				• • •		
ersonnel:		·			quested	Fringe		uested	-	
Name	Title	Salary	FTE		Salary	Rate		inge	Tot	
Louise Waterman	Education Coordinator	\$ 52,000	5.00%	_	2,600	38%		988		588
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		Subtotal Sa		\$	2,600		•			
		Subtotal Fr	inge	<u> </u>			\$	988		
Total Personnel		· · · · · · · · · · · · · · · · · · ·					·		\$ 3	,588
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<u>ther than Personnel:</u>			5.							
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Transportation costs:		(per individu	• • • •							
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Out of state subtotal:			\$	_						
Local:										
# individuals:										
per diem:		(per individu	al per trip)							
# miles:										
\$ per mile:	0.445									
Local Subtotal		·	\$ -							
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video companies cost -	See attached estamates		other subto	\$		\$ 11,194				
	See attached estamates		other subto	\$		\$ 11,194			\$ 11 \$ 14	

VIDEOSYNCRACIES. Inc.

4 Laurel Hill Dr., Suite 4 South Burlington, Vermont 05403 (802) 861-6161 paul@vidsync.com

Ev	im	at	G

Date	Estimate #
1/5/2009	178

	Name / Address	Ship To		
I	VT Agency of Ag Louise Waterman 16 State St. Montpelier 05602	Louise Waterman 828-6900 116 State St. Montpelier 05602		·
Qty	Item	Description	Cost	Total
		VIDEO PRODUCTION: "It Can't Happen to Me" Vermont Producers Talk About Safety on the Farm - 10 minutes Spanish Translation, Narration & Editing of 8 minute "Power Take-Off Safety" & 17 minute "A Tractor Accident Can Happen to Anyone" & "It Can't Happen to Me" Vermont Producers Talk About Safety on the Farm - 10 minutes		
2	Preproduction	Hours Research, Meetings, Outline, Production Planning, Scheduling, Location Scouting, Develop shooting script "It Can't Happen to Me"	60.00	120.00
15	Production	Hours On-location Field Production including Videographer, 3 chip digital video camera, tripod, light kit, microphones - 3, half day videotaping interviews and farm shots	90.00	1,350.00
	Field Tape St	Panasonic Mini-DV 60 minute videotape	10.00	30.00
8	Travel	hours	45.00	
	Misc	transcribe interviews	325.00	
	Script Editing	develop editing script, write narration Hours digitize raw footage into non-linear editing system hard drives; digitize music & narration; create graphics, titles, special	90.00 90.00	900.00 2,700.00
		effects; edit movie; record to miniDV edit master tape Subtotal		5,785.00
1	Misc	transcribe 8 minute "Power Take-Off Safety" & 17 minute "A Tractor Accident Can Happen to Anyone"	150.00	150.00

Quote. NOT an invoice	Subtotal
<u>In</u>	Sales Tax (7.0%)
	Total

VIDEOSYNCRACIES. Inc.

4 Laurel Hill Dr., Suite 4 South Bur lington, Vermont 05403 (802) 861–6161 paul@vidsync.com

Estimate

Date	Estimate #
1/5/2009	1.78

	Name / Address	Ship To		
I 1	/T Agency of Ag Louise Waterman 16 State St. Montpelier 05602	Louise Waterman 828-6900 116 State St. Montpelier 05602		
⊋ty	Item	Description	Cost	Total
1	Misc	Spanish translation 8 minute "Power Take-Off Safety" & 17 minute	1,600.00	1,600.00
		"A Tractor Accident Can Happen to Anyone" & 10 minute "It		
		Can't Happen To Me"		
1	Narration	Spanish narrator	400.00	
2	Production 🦯	Hours Studio Production record Spanish narrator, 3 videos	90.00	1
10	Editing	Hours edit spanish narrated versions of 3 farm safety videos		900.00
2	DVD Author	render 10 minute edited video "It Can't Happen to Me" english and spanish versions to full quality avi, render to mpeg2, author 2 chapter DVD, burn DVD master	90.00	180.00
50	DVD10-99	copies of DVD-R master " "It Can't Happen to Me" english and spanish " including white Taiyo Yuden 8x DVD-R disc, duplication, inkjet printed label, polypak (STORE DVD-R MASTER)	3.99	199.50
1	DVD Author	render spanish and english versions of "Power Take-Off Safety" to mpeg2, author 2 chapter DVD, burn DVD master	90.00	90.00
50	DVD10-99	copies of DVD-R master " "Power Take-Off Safety"" including white Taiyo Yuden 8x DVD-R disc, duplication, inkjet printed label, polypak (STORE DVD-R MASTER)		199.50
1	DVD Author	render spanish and english versions of "A Tractor Accident Can Happen to Anyone"to mpeg2, author 2 chapter DVD, burn DVD master	90.00	90.00

Quote. NOT an invoice

Subtotal

Sales Tax (7.0%)

Total

Date

1/5/2009

Estimate

Estimate #

178

VIDEOSYNCRACIES. Inc.

4 Laurel Hill Dr., Suite 4 South Burlington, Vermont 05403 (802) 861-6161 paul@vidsync.com

_					· .		
Γ	Name / Address			Ship To			
]	VT Agency of Ag Louise Waterman 116 State St. Montpelier 05602			Louise Water 116 State St. Montpelier 0			
Qty	Item	Desc	criptio	n		Cost	Total
50	DVD10-99	copies of DVD-R master "A Tra Anyone"" including white Taiyo duplication, inkjet printed label, j MASTER)	Yude	en 8x DVD	-R disc,	3.99	. 199.50
1	S&H	Courier DVD copies to Montpeli	ier			20.00	20.00
					· ·		
		· ·					
Quo	te. NOT an invoid	Ce			Subtotal	 	59,993.50
	<u></u>	<u> </u>			Sales Tax (7.0		\$0.00
					Total		\$9,993.50

Page 3

SPECIALIZED CTR COOPERATIVE AGREEMENT Department of Health and Human Services Centers for Disease Control and Prevention

NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH

Grant Number: 5U50OH007542-08 REVISED

Principal Investigator(s): JOHN J MAY, MD

Project Title: The Northeast Center for Agricultural Health

CENTER DIRECTOR NYCAMH / NEC BASSETT HEALTHCARE ONE ATWELL RD COOPERSTOWN, NY 13326

Award e-mailed to: research.institute@bassett.org

Budget Period: 09/01/2008 – 08/31/2009 Project Period: 09/30/2001 – 08/31/2011

Dear Business Official:

The Centers for Disease Control and Prevention hereby revises this award (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to BASSETT MARY IMOGENE HOSPITAL in support of the above referenced project. This award is pursuant to the authority of 42 USC 241 42 CFR 52 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

LARRY GUESS Grants Management Officer Centers for Disease Control and Prevention

Additional information follows

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SECTION I - AWARD DATA - 5U50OH007542-08 REVISED

Award Calculation (U.S. Dollars)	
Salaries and Wages	\$301,867
Fringe Benefits	\$76,517
Personnel Costs (Subtotal)	· \$378,384
Consultant Services	\$29,028
Supplies	\$7,081
Travel Costs	\$17,200
Other Costs	\$195,554
Consortium/Contractual Cost	\$374,391

 Federal Direct Costs
 \$1,001,638

 Federal F&A Costs
 \$123,114

 Approved Budget
 \$1,124,752

 Federal Share
 \$1,124,752

 Less Unobligated Balance
 \$226,386

 TOTAL FEDERAL AWARD AMOUNT
 \$898,366

AMOUNT OF THIS ACTION (FEDERAL SHARE)

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

09\$919,31210\$907,753

 Fiscal Information:

 CFDA Number:
 93.262

 EIN:
 1135596796A1

 Document Number:
 UOH007542B

IC	CAN	2008	2009	2010
ОН		\$898,366		\$907,753

SUMMARY TOTAL FEDERAL AWARD AMOUNT YEAR (8)				
GRANT NUMBER	TOTAL FEDERAL AWARD AMOUNT			
5U50OH007542-08	\$898,366			
3U50OH007542-08S1	\$74,962			
TOTAL	\$973,328			

SUMMARY TOTALS FOR ALL YEARS					
YR	THIS AWARD	CUMULATIVE TOTALS			
8	\$898,366	\$973,328			
9	\$919,312	\$919,312			
10	\$907,753	\$907,753			

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

CDC Administrative Data:

PCC: CFAASUXX / OC: 4141 / Processed: GUESSL 01/15/2009

SECTION II - PAYMENT/HOTLINE INFORMATION - 5U500H007542-08 REVISED

For payment information see Payment Information section in Additional Terms and Conditions.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to

\$0

hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

SECTION III - TERMS AND CONDITIONS - 5U500H007542-08 REVISED

This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income: Additional Costs

SECTION IV - OH Special Terms and Conditions - 5U50OH007542-08 REVISED

********** Amendment Carryover ********

Approval List Number: CL0075Y09

This revised Notice of Award authorizes the carryover of unobligated funds as follows:

UNOBLIGATED AMOUNT PER FSR DATED November 20, 2008

FROM YEAR 07 TO YEAR 08 in the amount of \$226,386

This amendment was requested by the PI, John May MD in a letter dated December 22, 2008.

Unobligated funds in the amount identified above have been applied to this award. Please note that if the actual amount of available unobligated funds is less than the amount used in this action, then the total approved budget may be reduced by the difference in a subsequent award action, thus reducing the amount of the current award.

Please be advised that grantee must exercise proper stewardship over federal funds by ensuring that all costs charged to their award are allowable, allocable, and reasonable.

These funds are approved for the current fiscal year budget period only with no commitment for continued support in future budget periods.

All other terms and conditions of the award remain unchanged and in full effect.

Approval List: C0229Y08

INCORPORATION:

Program Announcement Number OH 06-057, the additional requirements, and the application dated 04/22/2008 and subsequent revisions are made a part of this award by reference.

HUMAN SUBJECT RESTRICTION

Notice: Under governing regulations, Federal funds administered by the Department of Health and Human Services shall not be expended for research involving human subjects, and individuals shall not be enrolled in such research, without the prior approval by the Office for Human Research Protection (OHRP) of an assurance to comply with the requirements of 45 CFR 46 to protect

human research subjects. This restriction applies to all collaborating site without OHRP-approved assurances, whether domestic or foreign, and compliance must be ensured by the awardee.

INDIRECT COSTS:

Indirect Cost Rates are based on the rate agreement dated November 1, 2006, 2003. (17.3%). The rates in this agreement are to be used for the remainder of the competitive segment in accordance with OMB Circular A-21.

Re-budgeting (re-directing) from direct costs or using carryover funds to accommodate a rate increase is not allowable.

Note: Indirect Cost/Facilities and Administration Rates for subcontracts will be treated in the same manner as those for the parent awardee if the subcontractor is covered by A-21.

REPORTING REQUIREMENTS:

All reports (original and two copies) must be submitted to the CDC Grants Management Officer, Attn: Grants Management Specialist, as denoted below below under "Business and Grants Policy Contact." The following hyperlink provides the necessary forms for completion: http://grants1.nih.gov/grants/forms.htm.

All dates referenced in the reporting paragraphs below can be identified on the first page of the award.

The following reports are required on an annual basis:

- Non-Competing Grant Progress Report PHS 2590 due no later than 90 days prior to the end of the budget period end date, unless requested earlier. This report is not required if the grant is in the final year of the project period.
- Financial Status Report (FSR) due 90 days after the end of the budget period end date, unless the grant has a modular budget, then the FSR is due 90 days after the end of the project period end date.
 See the paragraph below entitled "Additional Reporting Requirements" for proper handling of carryover funds.
 The FSR should not report costs cumulatively across years.

The following reports are required at the end of the project period:

- Financial Status Report due 90 days after the end of the project period end date.
- Final Invention Statement due 90 days after the end of the project period. Note: A null report needs the actual form completed.
- Final Progress Report due 90 days after the end of the project period. The following hyperlink provides specific guidance on completing the final progress report: http://www.cdc.gov/niosh/oep/grants.html (read Grant Closeout).

Failure to submit timely reports may affect future funding to the organization or awards with the same Principal Investigator.

ADDITIONAL REPORTING REQUIREMENTS:

The SF 269 (Financial Status Report - FSR) is due to the CDC Grants Management Office 90 days after the end of each budget period. The FSR should report costs annually. Under Expanded Authority, less than 25% of the awarded unobligated dollars, or a maximum of \$250,000, may be automatically carried forward by remarking in the comments section of the FSR. For amounts that exceed this criteria, provide a written justification to the grants management office for review.

CORRESPONDENCE:

All correspondence (including emails and faxes) regarding this award must be identified with the Grant/Cooperative Agreement Number identified on the first page.

PRIOR APPROVAL:

In accordance with the PHS Grants Policy Statement dated April 1, 1994, Postaward Administration, Chapter 8-8, ?ALL" requests which require prior approval must bear the signature of an authorized official of the business office of the grantee organization as well as the principal investigator or program or project director. Any requests received which reflect only one signature will be returned to the grantee unprocessed. Any funding request should include a checklist, face page and detailed budget with supporting justifications.

KEY PERSONNEL:

Replacement of key personnel (Including Program Directors) and any change in time/effort of Program Directors must be reported 30 days prior to the change to the CDC Project Officer and the Grants Management Specialist referenced herein. The notification shall include justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. No Key Personnel may be substituted without the Grants Management Officer?s approval. Should any Key Personnel positions become vacant, all funds designated for such persons are RESTRICTED and may not be expended without prior approval of the Grants Management Officer.

The Individual considered Key Personnel in the performance of this grant are identified as Dr. John May, Principal Investigator.

INVENTIONS:

Acceptance of grant funds obligates recipients to comply with the ?standard patent rights? clauses in 37 CFR 401.14.

PUBLICATIONS:

Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, such as: This publication (journal article, etc.) was supported by Grant/Cooperative Agreement Number (which is identified on the first page) from CDC - NIOSH. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of (name of awarding agency).

TRAFFICKING IN PERSONS

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term and condition, go to: http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_for_Trafficking_in_Persons .shtm

EQUIPMENT AND PRODUCTS:

To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made.

ACKNOWLEDGMENT OF FEDERAL SUPPORT:

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

INSPECTOR GENERAL:

For your information, the United States Department of Health and Human Services Inspector General maintains a toll-free telephone number, 800-447-8477 (1-800-HHS-TIPS), for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Such reports are kept confidential, and callers may decline to give their names if they choose to remain anonymous.

PAYMENT INFORMATION

Automatic Drawdown:

Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS is administered by the Division of Payment Management, Program Support Center, HHS. PMS will forward the DHHS Manual for Recipients Financed Under the Payment Management System (PMS), PMS-270 and PMS-272 forms.

PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows: Division of Payment Management, FMS/PSC/HHS, P.O. Box 6021 Rockville, MD 20852.

B. If a carrier other than the U.S. Postal Service is used, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows:

Division of Payment Management FMS/PSC/HHS Rockwall Building #1, Suite 700 11400 Rockville Pike, Rockville, MD 20852.

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.

CDC CONTACT NAMES:

Business and Grants Policy Contact

Cynthia Y. Mitchell Grants Management Specialist PGO/Acquisition & Assistance Field Branch, CDC P.O. Box 18070 Pittsburgh, PA 15236 Telephone: (412) 386-6434 Fax: (412) 386-6429 Internet Address: akq9@cdc.gov

Programmatic Contact

W. Allen Robison, Ph. D. Office of Extramural Programs National Institute for Occupational Safety and Health Centers for Disease Control and Prevention 1600 Clifton Road NE, MS-E-74 Atlanta, GA 30333 USA 404/498-2509 (t) 404/498-2571 (f) WRobison@cdc.gov

STAFF CONTACTS

Grants Management Specialist: Mary Pat Shanahan Centers for Disease Conttol and Prevention Procurement and Grants Office 626 Cochrans Mill Road, Bldg 140 Pittsburgh, PA 15236 Email: mpu0@cdc.gov Phone: 412-386-4453 Fax: 412-386-6429

Program Official: William Robison Office of Extramural Programs National Institute for Occupational Safety and Health Centers for Disease Control and Prevention Atlanta, GA 30333 Email: wrobison@cdc.gov Phone: 404-498-2509 Fax: 404-498-2571

Grants Management Officer: Larry Guess

Centers for Disease Control and Prevention Procurement and Grants Office 626 Cochrans Mill Road, Bldg 140 POB 18070 Pittsburgh, PA 15236 Email: Ifg6@cdc.gov Phone: 412.386.6826 Fax: 404.638-5482

SPREADSHEET SUMMARY GRANT NUMBER: 5U50OH007542-08 REVISED

INSTITUTION: MARY IMOGENE BASSETT HOSPITAL

Budget	Year 8	Year 9	Year 10
Salaries and Wages	\$301,867	\$369,925	\$362,967
Fringe Benefits	\$76,517		
Personnel Costs (Subtotal)	\$378,384	\$369,925	\$362,967
Consultant Services	\$29,028	\$28,000	\$22,750
Supplies	\$7,081	\$4,848	\$3,698
Travel Costs	\$17,200	\$18,100	\$14,251
Other Costs	\$195,554	\$121,323	\$117,525
Consortium/Contractual Cost	\$374,391	\$272,798	\$285,878
TOTAL FEDERAL DC	\$1,001,638	\$814,994	\$807,069
TOTAL FEDERAL F&A	\$123,114	\$104,318	\$100,684
TOTAL COST	\$898,366	\$919,312	\$907,753

Page 7 of 7



JFO 2384

Agency of Administration

State of Vermont Department of Finance & Management 109 State Street, Pavilion Building Montpelier, VT 05620-0401

[phone] 802-828-2376 [fax] 802-828-2428

STATE OF VERMONT FINANCE & MANAGEMENT GRANT REVIEW FORM

Grant Summary:		This grant is for producing and translating into Spanish "Safety Training Tools for Vermont Dairy Producers" video and a new video "Vermont Producers Talk about Safety on the Farm" and translating three existing videos into Spanish for the Mary Imogene Bassett Hospital. The videos will be distributed to Vermont Dairy Producers with Hispanic employees.					
Date:		6/22/2009					
Department:		Agriculture Food and Markets					
Legal Title of Gra	nt:						
		27/4					
Federal Catalog #	:	N/A					
Grant/Donor Name and Address:		The Mary Imogene Bassett Hospital one Atwell Road, Cooperstown, NY 13326					
Cont De 1 1		4/1/2000		2/21/2010			
Grant Period:	From:	4/1/2009	To:	3/31/2010			
Grant/Donation	· · · · · · · · · · · · · · · · · · ·	14,782				· · · · · · · · · · · · · · · · · · ·	
	SFY 1	SFY	2	SFY 3	Total	Comments	
Grant Amount:	\$14,782	\$		\$	\$14,782	This grant will be used in FY10	
# Positions Explanation/Comments Position Information: 0 Additional Comments:							
Department of Fina	nt 2K anda PMas			K CURAR	(Initial)		
Secretary of Admir	istration //(mdal	160		6/24/09	(Initial)	
Sent To Joint Fisca				7/6/09	Date		
	- /					*	
Department of Finance &	Management		Page	1 of 2			
Department of Finance & Management Version 1.1 - 10/15/08		Page 1 of 2		JOINT FISCAL OFFICE			

STATE OF VERMONT REQUEST FOR GRANT ACCEPTANCE (Form AA-1)

1. Agency:	Agency of Agriculture, Food & Markets						
2. Department:							
			······································				
3. Program:	Vermont Farm Safety Program						
4. Legal Title of Grant:	· · · · · · · · · · · · · · · · · · ·	······································	• •				
5. Federal Catalog #:	N/A						
6. Grant/Donor Name and A The Mary Imogene B One Atwell Road			· · · ·				
Cooperstown, NY 13	326			•			
7. Grant Period: Fro		To:	3/31/2010				
Of Transmont and and the state		4		· · · · · · · · · · · · · · · ·			
The videos will not b safety training will be	be translated and distribute reduced.		y Producers with His	spanic employees and			
The videos will not b safety training will be	be translated and distribute reduced.	ted to Vermont Dair					
The videos will not b safety training will be 10. BUDGET INFORMATI	be translated and distribute reduced.		y Producers with His	panic employees and			
The videos will not b safety training will be 10. BUDGET INFORMATI	e translated and distribute reduced.	ted to Vermont Dair	SFY 3				
The videos will not be safety training will be 10. BUDGET INFORMATI Expenditures: Personal Services Operating Expenses	be translated and distribute reduced. ON SFY 1 FY 2010 \$14,782 \$	ted to Vermont Dair SFY 2 FY \$ \$	SFY 3 FY \$ \$				
The videos will not b safety training will be 10. BUDGET INFORMATI Expenditures: Personal Services Operating Expenses Grants	be translated and distribute reduced. ON SFY 1 FY 2010 \$14,782 \$ \$	ted to Vermont Dair SFY 2 FY \$ \$ \$ \$	SFY 3 FY \$ \$ \$				
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STATE OF VERMONT REQUEST FOR GRANT ACCEPTANCE (Form AA-1)

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PERSONAL SERVICE INFORMATION							
11. Will monies from this grant be used to fund one or more Personal Service Contracts? X Yes No If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.							
Appointing Authority Name	: Roger Allbee Agreed b	by: <u>Fafer RA</u> (initial)					
12. Limited Service							
Position Information:	# Positions	Title					
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Total Positions							
12a. Equipment and space	for these 🗌 Is p	presently available. Can be obtained wit	h available funds.				
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13. AUTHORIZATION A	GENCY/DEPARTMEN	۲ <mark>۰</mark>					
I/we certify that no funds	Signature.		Date:				
beyond basic application	Title	are the Roger Hilber	6/ 15/09				
preparation and filing costs have been expended or	Title:						
committed in anticipation of							
Joint Fiscal Committee	Signature:		Date:				
approval of this grant, unless							
previous notification was	Title:						
made on Form AA-1PN (if							
applicable):			-				
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Information to JFO	(Secretary's signature	or designee)	Date:				
16.DOCUMENTATION REQUIRED							
Required GRANT Documentation							
Request Memo							
Dept. project approval (if applicable)							
Notice of Award		Request for Extension (if applicable)					
Grant Agreement	· ·	Form AA-1PN attached (if applicable)					
Grant Budget							
	Ei Ei	nd Form AA-1					

MEMORANDUM OF AGREEMENT April 1, 2009 – March 31, 2010

SUBJECT: Subcontract between: The Mary Imogene Bassett Hospital and

Vermont Agency of Agriculture, Food & Markets

Ladies and Gentlemen:

This letter constitutes the Agreement between The Mary Imogene Bassett Hospital (MIBH) and Vermont Agency of Agriculture, Food & Markets, whereby Vermont Agency of Agriculture, Food & Markets will, under the supervision and direction of Louise Waterman, conduct research, "Safety Training Tools for Vermont Dairy Producers: Three Existing Safety Videos Translated into Spanish plus a new 'Vermont Producers Talk about Safety on the Farm' video'', in support of work under NIH Grant #5 U50/OH07542-08. In the event that Louise Waterman relinquishes or expects to relinquish active directorship of this work, Vermont Agency of Agriculture, Food & Markets agrees to immediately notify MIBH in writing and submit biographical data for change of personnel with a written request for such change, all of which will be subject to MIBH and NIH written approval.

I. STATEMENT OF WORK

The Vermont Agency of Agriculture, Food & Markets shall furnish all personnel, materials and services and shall do all things necessary to perform the analyses requested by MIBH, which is attached as Appendix I.

II. <u>REPORTS OF WORK</u>

Upon the request of the designated MIBH Technical Representative of this subcontract, quarterly progress reports shall be forwarded to MIBH Technical Representative for transmittal to NIH. The Technical Representative for MIBH will be John J. May, M.D. At the conclusion of the contract, a final report will be due within 90 days. This report will consist of introductory statements describing the problem and related work already published, the methods used in the current project, the results of these methods and a discussion of the significance of these findings.

III. FEES, PERIOD, BILLING, PAYMENT AND FINANCIAL REPORTS

The Vermont Agency of Agriculture, Food & Markets is authorized to incur costs substantially in accord with the budget attached as "Appendix II" for a total not to exceed \$14,782. (including indirect costs) during the period 4/1/09 through 3/31/10. Rebudgeting shall be within current Public Health Service (PHS) guidelines (effective 4/1/94). Changes requiring NIH approval shall be submitted to MIBH in writing for review and approval.

An original invoice and one copy must be submitted to: Ms. Karen Zuill, Finance Department, The Mary Imogene Bassett Hospital, One Atwell Road, Cooperstown, NY 13326. Invoices should be clearly marked with the grant budget number **#383**. Invoices should reflect the expenditure categories in Appendix II.

A final report of expenditures for the budget period shall be forwarded to Ms. Karen Zuill no later than 45 days after conclusion of grant year.

IV. PROTECTION OF HUMAN SUBJECTS

The Vermont Agency of Agriculture, Food & Markets will comply with DHHS policies and regulation regarding the protection of human subjects (45C.F.R. or 46C.F.R. as amended) and agrees to assure continued monitoring and compliance with these requirements during the course of any project for which these apply. In such instances, a PHS Form 596 indicating IRB approval from Vermont Agency of Agriculture, Food & Markets of the protocol shall be returned to MIBH along with a fully executed copy of this Agreement. Copies of renewed and amended approvals, suspensions, terminations, and incidents reported on human subjects shall also be forwarded to MIBH within 5 working days of such actions or incidents.

V. APPROVALS

All requests for approval and correspondence regarding administrative matters will be submitted in writing to the Technical Representative, John J. May, M.D., The Mary Imogene Bassett Hospital, One Atwell Road, Cooperstown, N.Y. 13326.

The Technical Representative is not authorized to amend or alter this Agreement. Any such alterations or amendments must be approved by written mutual agreement of the parties hereto.

VI. <u>TERMINATION BY EITHER PARTY</u>

MIBH and Vermont Agency of Agriculture, Food & Markets may terminate this subcontract upon sixty (60) calendar days written notice to the other party. Upon receipt of such notification, Vermont Agency of Agriculture, Food & Markets may make no further commitments under this subcontract and must take all reasonable actions to cancel outstanding obligations. The total cost of the subcontract shall then be negotiated between MIBH and Vermont Agency of Agriculture, Food & Markets and Vermont Agency of Agriculture, Food & Markets shall be reimbursed for all noncancelable commitments under this subcontract.

VII. DEBARMENT AND SUSPENSION

By signing this agreement, Vermont Agency of Agriculture, Food & Markets certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency.

VIII. SCIENTIFIC MISCONDUCT

By 6/01/09, the Vermont Agency of Agriculture, Food & Markets shall provide MIBH with evidence of having submitted to NIH (Office of Scientific Integrity) an assurance that the School of Public Health has established administrative procedures to review allegations of scientific misconduct.

IX. <u>PUBLICATIONS</u>

All research reports and other publications relating to the work under this grant shall be in accordance with the DHHS Policy Statement and shall be coordinated through the MIBH Research Institute. Proper acknowledgement of the support provided will state that: "This project was supported by grant #5 U50/OH07542-08 awarded by CDC/NIOSH." The principal investigator at MIBH, and the co-investigators at Vermont Agency of Agriculture, Food & Markets shall together make the decision regarding authorship on research reports and other publications.

X. <u>LAW</u>

The subcontract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Vermont.

XI. <u>GENERAL CONDITIONS</u>

The grantee agrees that it will expediently initiate and in a timely manner complete the requested services under this subcontract, in accordance with all applicable provisions of regulations cited in Grant Award #5 U50/OH07542-08, a copy of which is attached as Appendix III.

The appropriate programmatic and administrative personnel of Vermont Agency of Agriculture, Food & Markets and MIBH involved in this grant application are aware of the NIH consortium grant policy and are prepared to establish the necessary inter-institutional agreements consistent with that policy.

This Agreement in no way establishes an agency relationship between MIBH and Vermont Agency of Agriculture, Food & Markets. Each party shall maintain its separate independence and its separate identity. Each party shall have exclusive control of its management, employees, staff, policies and assets. Neither party assumes any liabilities for the acts of the other party.

MIBH and Vermont Agency of Agriculture, Food & Markets shall each hold harmless and indemnify the other party and its agents, servants, employees, directors and trustees from and against any liability, loss, damage, cost or expense, including attorneys' fees, that it or its agents, servants, employees, directors or trustees may suffer, from any claim, demand, suit or action against it or them by reason of any act or failure to act on the part of the indemnifying party or its agents, servants, employees, directors or trustees in connection with or arising out of this Agreement. The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of receipt of notice of commencement of any action with respect to which a claim for indemnification is to be made hereunder. The indemnifying party will be entitled to assume the defense of such action with counsel reasonably acceptable to the indemnified party, and after notice from the indemnifying party will not be liable to the indemnified party for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof. The provisions of the paragraph shall survive any termination of this Agreement for any reason whatsoever.

XII. INSURANCE

Each party shall maintain adequate liability insurance coverage relating to the acts and omissions of its agents, servants, employees, directors or trustees in connection with this Agreement either in the form of a self-insurance program or in the form of a policy purchased from an insurance company.

XIII. <u>RESPONSIBILITY</u>

The Vermont Agency of Agriculture, Food & Markets retains the administrative responsibility for services rendered. Notwithstanding any other provision in this contract, the faculty remains responsible for insuring that any services provided pursuant hereto comply with all pertinent provisions of federal, state and local statutes, rules and regulations.

XIV. MODIFICATIONS

This is the entire Agreement. There shall be no oral modifications to this contract, and any modifications of amendments of the terms of this contract shall not be binding unless executed in writings by the parties hereto. The terms of this Agreement supersede all prior agreements and understandings of the parties hereto.

Agreed to by:

Vermont Agency of Agriculture, Food & Markets

BY Allbee Mapr name and title of individual authorized to sign

The Mary Imogene Bassett Hospital

ΒY

Tan Ini

Date

any action with respect to which a claim for indemnification is to be made hereunder. The indemnifying party will be entitled to assume the defense of such action with counsel reasonably acceptable to the indemnified party, and after notice from the indemnifying party will not be liable to the indemnified party for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof. The provisions of the paragraph shall survive any termination of this Agreement for any reason whatsoever.

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Agreed to by:

Vermont Agency of Agriculture, Food & Markets

The Mary Imogene Bassett Hospital

ΒY

Koger N. Allbee Typed name and title of individual authorized to sign

Date

BY ohn

NYCAMH/NEC Director Director of the Bassett Research Instit

5/28/09

Background:

There are approximately 1100 dairy producers in Vermont. The dairy industry in Vermont generates 80-85% of our agricultural revenue. This project will focus on the development of safety training tools for dairy producers with Hispanic employees; plus a new 'Vermont Producers Talk about Safety on the Farm' video available to all dairy producers in Vermont. Increasing farm safety and reducing Workers Compensation costs is an essential part of Vermont's dairy industry and it's important to the industry's future in Vermont. Providing a safer working environment for employees is an important part of a producer's and or manager's responsibilities.

Hispanic workers have become an essential part of Vermont's dairy industry. A recent survey of Vermont's dairy producers indicates that one-third of all full-time employees on these farms are Hispanic. This number continues to grow. It's not just large farms that have Hispanic workforces; many small farms are starting to utilize this workforce. Producers are utilizing this workforce resource in an attempt to alleviate the labor shortage crisis in the Vermont dairy industry.

This Hispanic workforce is a great asset to our dairy industry. However communication problems can limit job performance and impact safety on the farm. Communication issues hamper safety and productivity - impacting farm profitability. One way this human resource risk for Vermont dairy businesses can be managed is through improved workforce safety training.

Agriculture is among the most hazardous occupations with the highest rate of occupational fatalities and eight times the national average within all industry sectors. This information is from the US Department of Labor Statistics in 2005.

All dairy farmers are concerned for the safety and health of all their employees and this project addresses these concerns and provides training tools to make safety training easier and dairy farms safer places to work. Safer environments on dairy farms can also translate into smaller increases or lower levels in Workers Compensation Insurance premiums due to fewer claims.

We have been working with Vermont dairy producers on farm safety awareness and training through several projects.

One thing we are finding with the Vermont Farm Safety Program (started in 2007 and continuing in 2009- 2010) is that producers are looking for more bilingual safety training material. All participants in the program receive an extensive notebook of materials, posters and signs for farm safety. Program participants receive 3 videos that are only available in English. They are: "Power Take-Off Safety"- 8 minute video, "A tractor Accident Can Happen to Anyone" – 17 minute video and "We're Going to Hound You about Winter Safety" – 7 minute video. Participants are not only asking for more 'tools' in Spanish; several producers declined to participate in this program because of limited material available in Spanish.

We have also conducted bilingual employee milker training workshops. We have included a safety component with each of these workshops.

We have offered an occupational Spanish class for Vermont dairy producers for the last three winters. Approximately 100 producers will have taken the class after this winter run of classes.

Objectives - Timelines - Methods

This proposed project - Safety Training Tools for Vermont Dairy Producers will translate 3 videos ("Power Take-Off Safety"- 8 minute video, "A tractor Accident Can Happen to Anyone" – 17 minute video and "We're Going to Hound You about Winter Safety" – 7 minute video) to Spanish and make them available to Vermont dairy producer participating in the Safety Program as well as any Vermont producer with Hispanic employees interested in safety training tools. These are 3 very important topics to address with Hispanic employees.

**Project Objective: Increase the number of bilingual safety video tools available to producers with Hispanic workers; More Hispanic employees will have an increased awareness and understanding of safety concerns on the farm as well as know how to work safely around power take-offs, on tractors and in cold weather.

Timeline and Method for this objective:

June – August, 2009

Determine who will do the translating for the 3 videos being translated into Spanish Develop Spanish narration

September – November, 2009

Studio production and editing for the Spanish translation of the 3 videos

December, 20009

Burn 50 copies of the Spanish and English version of each of these videos: Power Take-Off Safety"- 8 minute video, "A tractor Accident Can Happen to Anyone" – 17 minute video and "We're Going to Hound You about Winter Safety" – 7 minute video.

This project also proposes to update the Vermont made video "It Can't Happen to Me". This 23 minute video was produced over 20 years ago and features Vermont producers sharing their personal stories about safety on their farm. We will shorten the up new video to 10 minutes so producers can use this video as a 'intro' to a safety meeting. This video will be a great training tool because it's <u>producers</u> talking about how accidents CAN and DO happen and the impact to families and businesses.

APPENDIX I

** Project Objective: Reproduce a safety video made with Vermont producer to raise safety awareness on farms – a local producer driven safety video will make fellow producers and their employees sit up and take notice

Timeline and Method for this objective:

June – August 2009

Research, Outline and Production Planning 'Sign-up' producers willing to participate in the new "It Can't Happen to Me" Vermont producer video

Location Scouting and Develop shooting script

September – October 2009

On-location field production

November – December, 2009

Transcribe interviews Develop editing script, write narration Record new video Burn 50 copies

**Project Objective: Provide addition training tools to Vermont dairy producers who will in turn provide proper training for themselves, farm family members and employees.

**Project Objective: To raise safety awareness on farms by making it easy to perform producer and employee safety training through availability of safety videos; More productive employees through increased safety awareness and training.

Timeline and Method for these objectives:

January, 2010 and beyond:

Make these tools available to Vermont Dairy Producers through existing programs and future programs.

A key to the success of this project is working with Vermont dairy producers who are committed to the success of their businesses. Producers were the driving force behind developing this project proposal. They are asking for increased assistance for Hispanic

APPENDIX I

worker training to make human resource management easier. Producers also listen closely to other respected producers in their area of production. Project participants will be producers who are motivated to move forward with improving safety practices on their farms.

Potential funding sources / mechanisms for future expansion of this project:

We would ask for industry support, in particular insurance companies that do business in Vermont. Cooperative Insurance and Alan Fogg (an independent insurance agent in Vermont working with producers) are very interested in continuing to work with us. Also milk companies such as St Albans Cooperative and agricultural bankers such as Yankee Farm Credit would be potential future collaborators. We feel confident in getting industry support because we have worked with industry very successfully on other projects.

Budget:

Please see attached budget form and attached supplements to the budget form.

Name of Contractor:	Louise Waterman										
Institution:	Vermont Agency of A		ort date forma		<u> </u>		·				
Period of Performance:	From	06/01/09	to –		5/30/10						
Method of Selection:	Competitive	·····									
Amount Requested	\$ 14,998										
Description of Activities:	Safety Training Tool	s for Dairy F	Producers:	Thre	e Exist	ng S	afety V	ldeos	Trans	late	d int
	Spanish; Plus a new	'Vermont Pr	oducers Ta	alk a	bout Sa	afety	on the	Farm	' videc	•	
temized Budget:											
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4 Laurel Hill Dr., Suite 4 South Burlington, Vermont 05403 (802) 861-6161 paul@vidsync.com

Date	Estimate #
1/5/2009	178

Estimate

Name / Address	Ship To
VT Agency of Agriculture Louise Waterman 116 State St. Montpelier 05602	VT Agency of Agriculture Louise Waterman 828-6900 116 State St. Montpelier 05602 louise.waterman@state.vt.us

Qty	Item	Description		Cost	Total
		VIDEO PRODUCTION: "It Can't Happen to Me" Vermont Producers Talk About Safety on the Farm - 10 minutes Spanish Translation, Narration & Editing of 8 minute "Power			
		Take-Off Safety" & 17 minute "A Tractor Accide Anyone" & "It Can't Happen to Me" Vermont Pr About Safety on the Farm - 10 minutes	~ ~		. •
2	Preproduction	Hours Research, Meetings, Outline, Production F Scheduling, Location Scouting, Develop shooting Happen to Me"	U	60.00	120.00
15	Production	Hours On-location Field Production including Videographer, 3 chip digital video camera, tripod, light kit, microphones - 3, half day videotaping interviews and farm shots		90.00	1,350.00
3	Field Tape St	Panasonic Mini-DV 60 minute videotape		10.00	30.00
8	Travel	hours		45.00	360.00
1	Misc	transcribe interviews		325.00	325.00
10	Script	develop editing script, write narration		90.00	900.00
30	-	Hours digitize raw footage into non-linear editing	g system hard	90.00	2,700.00
	, , .	drives; digitize music & narration; create graphic effects; edit movie; record to miniDV edit master	s, titles, special		
			ototal		5,785.00
1	Misc	transcribe 8 minute "Power Take-Off Safety" & 17 minute "A Tractor Accident Can Happen to Anyone"		150.00	150.00
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Quot	e. NOT an invoic	ce	Subtotal		· · · · · · · · · · · · · · · · · · ·
<u> </u>			Sales Tax (7.0	9%)	- <u></u> .

Total

4 Laurel Hill Dr., Suite 4 South Bur lington, Vermont 05403 (802) 861-6161 paul@vidsync.com

Esti	m	ate
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Date	Estimate #
1/5/2009	178

	Name / Address	Ship To			
I 1	VT Agency of Ag Louise Waterman 16 State St. Montpelier 05602	Louise Waterman 828-6900 116 State St. Montpelier 05602			
Qty	ltem	Description	Cost	Total	
1	Misc	Spanish translation 8 minute "Power Take-Off Safety" & 17 minute1,600.00"A Tractor Accident Can Happen to Anyone" & 10 minute "ItCan't Happen To Me"			
1	Momention	100 00 100			

	Quot	e. NOT an invoic	e	Subtotal			
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	50	DVD10-99	copies of DVD-R master " "Power Take-Off Saf	. –	3.99	199.50	
			mpeg2, author 2 chapter DVD, burn DVD maste			100 50	
	1	DVD Author	render spanish and english versions of "Power Ta	-	90.00	90.00	
			MASTER)				
Ì			duplication, inkjet printed label, polypak (STORE				
	20		spanish " including white Taiyo Yuden 8x DVD-1	-	5.77	177.50	
	50	DVD10-99	chapter DVD, burn DVD master copies of DVD-R master " "It Can't Happen to M	le" english and	3.99	199.50	
			spanish versions to full quality avi, render to mpe	eg2, author 2			ļ
	2	DVD Author	render 10 minute edited video "It Can't Happen to	-	90.00	180.00	
	10	Editing	•	ours edit spanish narrated versions of 3 farm safety videos 90.00 900.00			
	2	Production 🧳	Hours Studio Production record Spanish narrator	Iours Studio Production record Spanish narrator, 3 videos 90.00 180.00			
	1	Narration	Spanish narrator	**			
			Can't Happen To Me"	10 minute It			
ł			"A Tractor Accident Can Happen to Anyone" &	10 minute "It			

Subtotal Sales Tax (7.0%) Total

Date

1/5/2009

VIDEOSYNCRACIES. Inc.

4 Laurel Hill Dr., Suite 4 South Burlington, Vermont 05403 (802) 861-6161 paul@vidsync.com

Γ	Name / Address	Sh	ір То		
	/T Agency of Ag Louise Waterman 16 State St. Montpelier 05602	Louis 116 S Mont	gency of Agriculture waterman 828-6900 State St. pelier 05602 waterman@state.vt.us		
Qty	Item	Description		Cost	Total
	DVD10-99	copies of DVD-R master "A Tractor Accid Anyone"" including white Taiyo Yuden 8x duplication, inkjet printed label, polypak (S MASTER)	DVD-R disc,	3.99	. 199.50
1	S&H	Courier DVD copies to Montpelier		20.00	20.00
	· ·				
:					
				•	
			•		
)uot	e. NOT an invoid	ce	Subtotal	(\$9,993.50
	·	<u></u>	Sales Tax (7.0	%)	\$0.00
			Total		\$9,993.50

Estimate

Estimate #

178

Page 3

Issue Date: 01/15/2009



SPECIALIZED CTR COOPERATIVE AGREEMENT Department of Health and Human Services Centers for Disease Control and Prevention NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH

Grant Number: 5U50OH007542-08 REVISED

Principal Investigator(s): JOHN J MAY, MD

Project Title: The Northeast Center for Agricultural Health

CENTER DIRECTOR NYCAMH / NEC BASSETT HEALTHCARE ONE ATWELL RD COOPERSTOWN, NY 13326

Award e-mailed to: research.institute@bassett.org

Budget Period: 09/01/2008 - 08/31/2009 Project Period: 09/30/2001 - 08/31/2011

Dear Business Official:

The Centers for Disease Control and Prevention hereby revises this award (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to BASSETT MARY IMOGENE HOSPITAL in support of the above referenced project. This award is pursuant to the authority of 42 USC 241 42 CFR 52 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

LARRY GUESS Grants Management Officer Centers for Disease Control and Prevention

Additional information follows

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• .

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SECTION I - AWARD DATA - 5U50OH007542-08 REVISED

Award Calculation (U.S. Dollars)	
Salaries and Wages	\$301,867
Fringe Benefits	. \$76,517
Personnel Costs (Subtotal)	\$378,384
Consultant Services	\$29,028
Supplies	\$7,081
Travel Costs	\$17,200
Other Costs	\$195,554
Consortium/Contractual Cost	\$374,391

 Federal Direct Costs
 \$1,001,638

 Federal F&A Costs
 \$123,114

 Approved Budget
 \$1,124,752

 Federal Share
 \$1,124,752

 Less Unobligated Balance
 \$226,386

 TOTAL FEDERAL AWARD AMOUNT
 \$898,366

AMOUNT OF THIS ACTION (FEDERAL SHARE)

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

09 \$919,312 10 \$907,753

 Fiscal Information:

 CFDA Number:
 93.262

 EIN:
 1135596796A1

 Document Number:
 UOH007542B

IC ·	CAN	2008	2009	2010
ОН	921021G	\$898,366	\$919,312	\$907,753

SUMMARY TOTAL FEDERAL AWARD AMOUNT YEAR (8)			
GRANT NUMBER	TOTAL FEDERAL AWARD AMOUNT		
5U50OH007542-08	\$898,366		
3U50OH007542-08S1	\$74,962		
TOTAL	\$973,328		

SUMMARY TOTALS FOR ALL YEARS					
YR	THIS AWARD	CUMULATIVE	TOTALS		
8	\$898,366	· · · ·	\$973,328		
9	\$919,312	· .	\$919,312		
10	\$907,753		\$907,753		

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

CDC Administrative Data:

PCC: CFAASUXX / OC: 4141 / Processed: GUESSL 01/15/2009

SECTION II - PAYMENT/HOTLINE INFORMATION - 5U50OH007542-08 REVISED

For payment information see Payment Information section in Additional Terms and Conditions.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to

\$0

hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

SECTION III - TERMS AND CONDITIONS - 5U500H007542-08 REVISED

This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income: Additional Costs

SECTION IV - OH Special Terms and Conditions - 5U50OH007542-08 REVISED

********** Amendment Carryover ********

Approval List Number: CL0075Y09

This revised Notice of Award authorizes the carryover of unobligated funds as follows:

UNOBLIGATED AMOUNT PER FSR DATED November 20, 2008

FROM YEAR 07 TO YEAR 08 in the amount of \$226,386

This amendment was requested by the PI, John May MD in a letter dated December 22, 2008.

Unobligated funds in the amount identified above have been applied to this award. Please note that if the actual amount of available unobligated funds is less than the amount used in this action, then the total approved budget may be reduced by the difference in a subsequent award action, thus reducing the amount of the current award.

Please be advised that grantee must exercise proper stewardship over federal funds by ensuring that all costs charged to their award are allowable, allocable, and reasonable.

These funds are approved for the current fiscal year budget period only with no commitment for continued support in future budget periods.

All other terms and conditions of the award remain unchanged and in full effect.

************End of Amendment *********

Approval List: C0229Y08

INCORPORATION:

Program Announcement Number OH 06-057, the additional requirements, and the application dated 04/22/2008 and subsequent revisions are made a part of this award by reference.

HUMAN SUBJECT RESTRICTION

Notice: Under governing regulations, Federal funds administered by the Department of Health and Human Services shall not be expended for research involving human subjects, and individuals shall not be enrolled in such research, without the prior approval by the Office for Human Research Protection (OHRP) of an assurance to comply with the requirements of 45 CFR 46 to protect

human research subjects. This restriction applies to all collaborating site without OHRP-approved assurances, whether domestic or foreign, and compliance must be ensured by the awardee.

INDIRECT COSTS:

Indirect Cost Rates are based on the rate agreement dated November 1, 2006, 2003. (17.3%). The rates in this agreement are to be used for the remainder of the competitive segment in accordance with OMB Circular A-21.

Re-budgeting (re-directing) from direct costs or using carryover funds to accommodate a rate increase is not allowable.

Note: Indirect Cost/Facilities and Administration Rates for subcontracts will be treated in the same manner as those for the parent awardee if the subcontractor is covered by A-21.

REPORTING REQUIREMENTS:

All reports (original and two copies) must be submitted to the CDC Grants Management Officer, Attn: Grants Management Specialist, as denoted below below under "Business and Grants Policy Contact." The following hyperlink provides the necessary forms for completion: http://grants1.nih.gov/grants/forms.htm.

All dates referenced in the reporting paragraphs below can be identified on the first page of the award.

The following reports are required on an annual basis:

- Non-Competing Grant Progress Report PHS 2590 due no later than 90 days prior to the end of the budget period end date, unless requested earlier. This report is not required if the grant is in the final year of the project period.
- Financial Status Report (FSR) due 90 days after the end of the budget period end date, unless the grant has a modular budget, then the FSR is due 90 days after the end of the project period end date.
 See the paragraph below entitled "Additional Reporting Requirements" for proper handling of carryover funds.

The FSR should not report costs cumulatively across years.

The following reports are required at the end of the project period:

- Financial Status Report due 90 days after the end of the project period end date.
- Final Invention Statement due 90 days after the end of the project period. Note: A null report needs the actual form completed.
- Final Progress Report due 90 days after the end of the project period. The following hyperlink provides specific guidance on completing the final progress report: http://www.cdc.gov/niosh/oep/grants.html (read Grant Closeout).

Failure to submit timely reports may affect future funding to the organization or awards with the same Principal Investigator.

ADDITIONAL REPORTING REQUIREMENTS:

The SF 269 (Financial Status Report - FSR) is due to the CDC Grants Management Office 90 days after the end of each budget period. The FSR should report costs annually. Under Expanded Authority, less than 25% of the awarded unobligated dollars, or a maximum of \$250,000, may be automatically carried forward by remarking in the comments section of the FSR. For amounts that exceed this criteria, provide a written justification to the grants management office for review.

CORRESPONDENCE:

All correspondence (including emails and faxes) regarding this award must be identified with the Grant/Cooperative Agreement Number identified on the first page.

PRIOR APPROVAL:

In accordance with the PHS Grants Policy Statement dated April 1, 1994, Postaward Administration, Chapter 8-8, ?ALL" requests which require prior approval must bear the signature of an authorized official of the business office of the grantee organization as well as the principal investigator or program or project director. Any requests received which reflect only one signature will be returned to the grantee unprocessed. Any funding request should include a checklist, face page and detailed budget with supporting justifications.

KEY PERSONNEL:

Replacement of key personnel (Including Program Directors) and any change in time/effort of Program Directors must be reported 30 days prior to the change to the CDC Project Officer and the Grants Management Specialist referenced herein. The notification shall include justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. No Key Personnel may be substituted without the Grants Management Officer?s approval. Should any Key Personnel positions become vacant, all funds designated for such persons are RESTRICTED and may not be expended without prior approval of the Grants Management Officer.

The Individual considered Key Personnel in the performance of this grant are identified as Dr. John May, Principal Investigator.

INVENTIONS:

Acceptance of grant funds obligates recipients to comply with the ?standard patent rights? clauses in 37 CFR 401.14.

PUBLICATIONS:

Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, such as: This publication (journal article, etc.) was supported by Grant/Cooperative Agreement Number (which is identified on the first page) from CDC - NIOSH. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of (name of awarding agency).

TRAFFICKING IN PERSONS

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term and condition, go to: http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_for_Trafficking_in_Persons .shtm

EQUIPMENT AND PRODUCTS:

To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made.

ACKNOWLEDGMENT OF FEDERAL SUPPORT:

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

INSPECTOR GENERAL:

For your information, the United States Department of Health and Human Services Inspector General maintains a toll-free telephone number, 800-447-8477 (1-800-HHS-TIPS), for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Such reports are kept confidential, and callers may decline to give their names if they choose to remain anonymous.

PAYMENT INFORMATION

Automatic Drawdown:

Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS is administered by the Division of Payment Management, Program Support Center, HHS. PMS will forward the DHHS Manual for Recipients Financed Under the Payment Management System (PMS), PMS-270 and PMS-272 forms.

PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows: Division of Payment Management, FMS/PSC/HHS, P.O. Box 6021 Rockville, MD 20852.

B. If a carrier other than the U.S. Postal Service is used, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows:

Division of Payment Management FMS/PSC/HHS Rockwall Building #1, Suite 700 11400 Rockville Pike, Rockville, MD 20852.

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.

CDC CONTACT NAMES:

Business and Grants Policy Contact

Cynthia Y. Mitchell Grants Management Specialist PGO/Acquisition & Assistance Field Branch, CDC P.O. Box 18070 Pittsburgh, PA 15236 Telephone: (412) 386-6434 Fax: (412) 386-6429 Internet Address: akg9@cdc.gov

Programmatic Contact

W. Allen Robison, Ph. D. Office of Extramural Programs National Institute for Occupational Safety and Health Centers for Disease Control and Prevention 1600 Clifton Road NE, MS-E-74 Atlanta, GA 30333 USA 404/498-2509 (t) 404/498-2571 (f) WRobison@cdc.gov

STAFF CONTACTS

Grants Management Specialist: Mary Pat Shanahan Centers for Disease Conttol and Prevention Procurement and Grants Office 626 Cochrans Mill Road, Bldg 140 Pittsburgh, PA 15236 Email: mpu0@cdc.gov Phone: 412-386-4453 Fax: 412-386-6429

Program Official: William Robison Office of Extramural Programs National Institute for Occupational Safety and Health Centers for Disease Control and Prevention Atlanta, GA 30333 Email: wrobison@cdc.gov Phone: 404-498-2509 Fax: 404-498-2571

Grants Management Officer: Larry Guess

Centers for Disease Control and Prevention Procurement and Grants Office 626 Cochrans Mill Road, Bldg 140 POB 18070 Pittsburgh, PA 15236 Email: Ifg6@cdc.gov Phone: 412.386.6826 Fax: 404.638-5482

SPREADSHEET SUMMARY GRANT NUMBER: 5U50OH007542-08 REVISED

INSTITUTION: MARY IMOGENE BASSETT HOSPITAL

Budget	Year 8	Year 9	Year 10
Salaries and Wages	\$301,867	\$369,925	\$362,967
Fringe Benefits	\$76,517		
Personnel Costs (Subtotal)	\$378,384	\$369,925	\$362,967
Consultant Services	\$29,028	\$28,000	\$22,750
Supplies	\$7,081	\$4,848	\$3,698
Travel Costs	\$17,200	\$18,100	\$14,251
Other Costs	\$195,554	\$121,323	\$117,525
Consortium/Contractual Cost	\$374,391	\$272,798	\$285,878
TOTAL FEDERAL DC	\$1,001,638	\$814,994	\$807,069
TOTAL FEDERAL F&A	\$123,114	\$104,318	\$100,684
TOTAL COST	\$898,366	\$919,312	\$907,753

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JFO 2384

Agency of Administration

State of Vermont Department of Finance & Management 109 State Street, Pavilion Building Montpelier, VT 05620-0401

[phone] 802-828-2376 [fax] 802-828-2428

STATE OF VERMONT FINANCE & MANAGEMENT GRANT REVIEW FORM

Grant Summary:		This grant is for producing and translating into Spanish "Safety Training Tools for Vermont Dairy Producers" video and a new video "Vermont Producers Talk about Safety on the Farm" and translating three existing videos into Spanish for the Mary Imogene Bassett Hospital. The videos will be distributed to Vermont Dairy Producers with Hispanic employees.					
Date:			6/22/2009)	· · · · · · · · · · · · · · · · · · ·		····
Department:	· · · · · · · · · · · · · · · · · · ·		Agricultu	re Food a	and Markets		
Legal Title of Grant:							
Federal Catalog #:			N/A				
Grant/Donor Nam	e and Add	lress:	The Mary 13326	/ Imogene	e Bassett Hosp	ital one Atwell R	oad, Cooperstown, NY
Grant Period:	From:		4/1/2009	To:	3/31/2010		
Grant/Donation			14,782				
Grant Amount:	SFY \$14,		SFY \$	2	SFY 3 \$	Total \$14,782	Comments This grant will be used in FY10
Position Informati Additional Comm		# Posi	tions E2	xplanatio	on/Comments		
Department of Fina Secretary of Admin Sent To Joint Fiscal	istration	nageme	ent 4 Dimda P	2H Mars	<u> </u>	6/24/09 7/6/09	(Initial) (Initial) Date
Department of Finance & N Version 1.1 - 10/15/08	Management			Page	1 of 2	JL	CEIVED JL 10 2009 FISCAL OFFICE

STATE OF VERMONT REQUEST FOR GRANT ACCEPTANCE (Form AA-1)

BASIC GRANT INFO	RMAT	ION			an a
1. Agency:	A	gency of Agriculture	, Food & Markets		
2. Department:					
	•				· · ·
3. Program:		ermont Farm Safety	Program		
4. Legal Title of Grant:	:		· · · · · · · · · · · · · · · · · · ·	144	
5. Federal Catalog #:	N	/A			
6. Grant/Donor Name a	and Ad	dress:			
The Mary Imoge	ene Bass	sett Hospital			
One Atwell Roa	d				
Cooperstown, N	Y 1332	6			
7. Grant Period:	From:	4/1/2009	To:	3/31/2010	_
8. Purpose of Grant:					
	Agricult	ure will conduct rese	arch, "Safety Training"	Tools for Vermont D	Dairy Producers: Three
Existing Safety	Videos (Translated into Spani	sh plus a new 'Vermon	t Producers Talk abo	out Safety on the Farm'
			he videos will be trans		
			Safety Program as wel		
		safety training tools.			r
9. Impact on existing p					····
			uted to Vermont Dairy	Producers with Hisp	anic employees and
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safety training w 10. BUDGET INFORM	ill be re	educed.	CINLA		
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STATE OF VERMONT REQUEST FOR GRANT ACCEPTANCE (Form AA-1)

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	certify that no funds	Signature.		INNN	Date:
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	Fiscal Committee	Signature:			Date:
	val of this grant, unless				
	ous notification was	Title:			
	on Form AA-1PN (if	110.			
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14. A	CTION BY GOVERN	O R			
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	Information to JFO	(Secretary's signature	or designee)	• 	Date:
16. I	OCUMENTATION R	EQUIRED			
		Required	GRANT Documentation		· · · · · · · ·
<u>я П</u>	lequest Memo		Notice of Donation (if any)		
	Dept. project approval (if	applicable)	Grant (Project) Timeline (if a	applicable)	
	lotice of Award	-rpiieuoie)	Request for Extension (if app		
	Brant Agreement		Form AA-1PN attached (if a		
	Frant Budget			rritatio)	
			nd Form AA-1		
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MEMORANDUM OF AGREEMENT April 1, 2009 – March 31, 2010

SUBJECT: Subcontract between: The Mary Imogene Bassett Hospital and

Vermont Agency of Agriculture, Food & Markets

Ladies and Gentlemen:

This letter constitutes the Agreement between The Mary Imogene Bassett Hospital (MIBH) and Vermont Agency of Agriculture, Food & Markets, whereby Vermont Agency of Agriculture, Food & Markets will, under the supervision and direction of Louise Waterman, conduct research, "Safety Training Tools for Vermont Dairy Producers: Three Existing Safety Videos Translated into Spanish plus a new 'Vermont Producers Talk about Safety on the Farm' video'', in support of work under NIH Grant #5 U50/OH07542-08. In the event that Louise Waterman relinquishes or expects to relinquish active directorship of this work, Vermont Agency of Agriculture, Food & Markets agrees to immediately notify MIBH in writing and submit biographical data for change of personnel with a written request for such change, all of which will be subject to MIBH and NIH written approval.

I. STATEMENT OF WORK

The Vermont Agency of Agriculture, Food & Markets shall furnish all personnel, materials and services and shall do all things necessary to perform the analyses requested by MIBH, which is attached as Appendix I.

II. <u>REPORTS OF WORK</u>

Upon the request of the designated MIBH Technical Representative of this subcontract, quarterly progress reports shall be forwarded to MIBH Technical Representative for transmittal to NIH. The Technical Representative for MIBH will be John J. May, M.D. At the conclusion of the contract, a final report will be due within 90 days. This report will consist of introductory statements describing the problem and related work already published, the methods used in the current project, the results of these methods and a discussion of the significance of these findings.

III. FEES, PERIOD, BILLING, PAYMENT AND FINANCIAL REPORTS

The Vermont Agency of Agriculture, Food & Markets is authorized to incur costs substantially in accord with the budget attached as "Appendix II" for a total not to exceed \$14,782. (including indirect costs) during the period 4/1/09 through 3/31/10. Rebudgeting shall be within current Public Health Service (PHS) guidelines (effective 4/1/94). Changes requiring NIH approval shall be submitted to MIBH in writing for review and approval.

An original invoice and one copy must be submitted to: Ms. Karen Zuill, Finance Department, The Mary Imogene Bassett Hospital, One Atwell Road, Cooperstown, NY 13326. Invoices should be clearly marked with the grant budget number #383. Invoices should reflect the expenditure categories in Appendix II.

A final report of expenditures for the budget period shall be forwarded to Ms. Karen Zuill no later than 45 days after conclusion of grant year.

IV. PROTECTION OF HUMAN SUBJECTS

The Vermont Agency of Agriculture, Food & Markets will comply with DHHS policies and regulation regarding the protection of human subjects (45C.F.R. or 46C.F.R. as amended) and agrees to assure continued monitoring and compliance with these requirements during the course of any project for which these apply. In such instances, a PHS Form 596 indicating IRB approval from Vermont Agency of Agriculture, Food & Markets of the protocol shall be returned to MIBH along with a fully executed copy of this Agreement. Copies of renewed and amended approvals, suspensions, terminations, and incidents reported on human subjects shall also be forwarded to MIBH within 5 working days of such actions or incidents.

V. <u>APPROVALS</u>

All requests for approval and correspondence regarding administrative matters will be submitted in writing to the Technical Representative, John J. May, M.D., The Mary Imogene Bassett Hospital, One Atwell Road, Cooperstown, N.Y. 13326.

The Technical Representative is not authorized to amend or alter this Agreement. Any such alterations or amendments must be approved by written mutual agreement of the parties hereto.

VI. <u>TERMINATION BY EITHER PARTY</u>

MIBH and Vermont Agency of Agriculture, Food & Markets may terminate this subcontract upon sixty (60) calendar days written notice to the other party. Upon receipt of such notification, Vermont Agency of Agriculture, Food & Markets may make no further commitments under this subcontract and must take all reasonable actions to cancel outstanding obligations. The total cost of the subcontract shall then be negotiated between MIBH and Vermont Agency of Agriculture, Food & Markets and Vermont Agency of Agriculture, Food & Markets shall be reimbursed for all noncancelable commitments under this subcontract.

VII. DEBARMENT AND SUSPENSION

By signing this agreement, Vermont Agency of Agriculture, Food & Markets certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency.

VIII. <u>SCIENTIFIC MISCONDUCT</u>

By 6/01/09, the Vermont Agency of Agriculture, Food & Markets shall provide MIBH with evidence of having submitted to NIH (Office of Scientific Integrity) an assurance that the School of Public Health has established administrative procedures to review allegations of scientific misconduct.

IX. <u>PUBLICATIONS</u>

All research reports and other publications relating to the work under this grant shall be in accordance with the DHHS Policy Statement and shall be coordinated through the MIBH Research Institute. Proper acknowledgement of the support provided will state that: "This project was supported by grant #5 U50/OH07542-08 awarded by CDC/NIOSH." The principal investigator at MIBH, and the co-investigators at Vermont Agency of Agriculture, Food & Markets shall together make the decision regarding authorship on research reports and other publications.

X. <u>LAW</u>

The subcontract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Vermont.

XI. <u>GENERAL CONDITIONS</u>

The grantee agrees that it will expediently initiate and in a timely manner complete the requested services under this subcontract, in accordance with all applicable provisions of regulations cited in Grant Award #5 U50/OH07542-08, a copy of which is attached as Appendix III.

The appropriate programmatic and administrative personnel of Vermont Agency of Agriculture, Food & Markets and MIBH involved in this grant application are aware of the NIH consortium grant policy and are prepared to establish the necessary inter-institutional agreements consistent with that policy.

This Agreement in no way establishes an agency relationship between MIBH and Vermont Agency of Agriculture, Food & Markets. Each party shall maintain its separate independence and its separate identity. Each party shall have exclusive control of its management, employees, staff, policies and assets. Neither party assumes any liabilities for the acts of the other party.

MIBH and Vermont Agency of Agriculture, Food & Markets shall each hold harmless and indemnify the other party and its agents, servants, employees, directors and trustees from and against any liability, loss, damage, cost or expense, including attorneys' fees, that it or its agents, servants, employees, directors or trustees may suffer, from any claim, demand, suit or action against it or them by reason of any act or failure to act on the part of the indemnifying party or its agents, servants, employees, directors or trustees in connection with or arising out of this Agreement. The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of receipt of notice of commencement of any action with respect to which a claim for indemnification is to be made hereunder. The indemnifying party will be entitled to assume the defense of such action with counsel reasonably acceptable to the indemnified party, and after notice from the indemnifying party will not be liable to the indemnified party for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof. The provisions of the paragraph shall survive any termination of this Agreement for any reason whatsoever.

XII. INSURANCE

Each party shall maintain adequate liability insurance coverage relating to the acts and omissions of its agents, servants, employees, directors or trustees in connection with this Agreement either in the form of a self-insurance program or in the form of a policy purchased from an insurance company.

XIII. <u>RESPONSIBILITY</u>

The Vermont Agency of Agriculture, Food & Markets retains the administrative responsibility for services rendered. Notwithstanding any other provision in this contract, the faculty remains responsible for insuring that any services provided pursuant hereto comply with all pertinent provisions of federal, state and local statutes, rules and regulations.

XIV. MODIFICATIONS

This is the entire Agreement. There shall be no oral modifications to this contract, and any modifications of amendments of the terms of this contract shall not be binding unless executed in writings by the parties hereto. The terms of this Agreement supersede all prior agreements and understandings of the parties hereto.

Agreed to by:

Vermont Agency of Agriculture, Food & Markets

BY Allbee

Typed name and title of individual authorized to sign

The Mary Imogene Bassett Hospital

ΒY

T 141.

Date

any action with respect to which a claim for indemnification is to be made hereunder. The indemnifying party will be entitled to assume the defense of such action with counsel reasonably acceptable to the indemnified party, and after notice from the indemnifying party will not be liable to the indemnified party for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof. The provisions of the paragraph shall survive any termination of this Agreement for any reason whatsoever.

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Agreed to by:

Vermont Agency of Agriculture, Food & Markets

The Mary Imogene Bassett Hospital

ΒY

Roger N. Allbee Typed name and title of individual authorized to sign

NYCAMH/NEC Director Director of the Bassett Research Instit

5/28/09

Date

Background:

There are approximately 1100 dairy producers in Vermont. The dairy industry in Vermont generates 80-85% of our agricultural revenue. This project will focus on the development of safety training tools for dairy producers with Hispanic employees; plus a new 'Vermont Producers Talk about Safety on the Farm' video available to all dairy producers in Vermont. Increasing farm safety and reducing Workers Compensation costs is an essential part of Vermont's dairy industry and it's important to the industry's future in Vermont. Providing a safer working environment for employees is an important part of a producer's and or manager's responsibilities.

Hispanic workers have become an essential part of Vermont's dairy industry. A recent survey of Vermont's dairy producers indicates that one-third of all full-time employees on these farms are Hispanic. This number continues to grow. It's not just large farms that have Hispanic workforces; many small farms are starting to utilize this workforce. Producers are utilizing this workforce resource in an attempt to alleviate the labor shortage crisis in the Vermont dairy industry.

This Hispanic workforce is a great asset to our dairy industry. However communication problems can limit job performance and impact safety on the farm. Communication issues hamper safety and productivity - impacting farm profitability. One way this human resource risk for Vermont dairy businesses can be managed is through improved workforce safety training.

Agriculture is among the most hazardous occupations with the highest rate of occupational fatalities and eight times the national average within all industry sectors. This information is from the US Department of Labor Statistics in 2005.

All dairy farmers are concerned for the safety and health of all their employees and this project addresses these concerns and provides training tools to make safety training easier and dairy farms safer places to work. Safer environments on dairy farms can also translate into smaller increases or lower levels in Workers Compensation Insurance premiums due to fewer claims.

We have been working with Vermont dairy producers on farm safety awareness and training through several projects.

One thing we are finding with the Vermont Farm Safety Program (started in 2007 and continuing in 2009- 2010) is that producers are looking for more bilingual safety training material. All participants in the program receive an extensive notebook of materials, posters and signs for farm safety. Program participants receive 3 videos that are only available in English. They are: "Power Take-Off Safety"- 8 minute video, "A tractor Accident Can Happen to Anyone" – 17 minute video and "We're Going to Hound You about Winter Safety" – 7 minute video. Participants are not only asking for more 'tools' in Spanish; several producers declined to participate in this program because of limited material available in Spanish.

We have also conducted bilingual employee milker training workshops. We have included a safety component with each of these workshops.

We have offered an occupational Spanish class for Vermont dairy producers for the last three winters. Approximately 100 producers will have taken the class after this winter run of classes.

Objectives - Timelines - Methods

This proposed project - Safety Training Tools for Vermont Dairy Producers will translate 3 videos ("Power Take-Off Safety"- 8 minute video, "A tractor Accident Can Happen to Anyone" – 17 minute video and "We're Going to Hound You about Winter Safety" – 7 minute video) to Spanish and make them available to Vermont dairy producer participating in the Safety Program as well as any Vermont producer with Hispanic employees interested in safety training tools. These are 3 very important topics to address with Hispanic employees.

**Project Objective: Increase the number of bilingual safety video tools available to producers with Hispanic workers; More Hispanic employees will have an increased awareness and understanding of safety concerns on the farm as well as know how to work safely around power take-offs, on tractors and in cold weather.

Timeline and Method for this objective:

June – August, 2009

Determine who will do the translating for the 3 videos being translated into Spanish Develop Spanish narration

September – November, 2009

Studio production and editing for the Spanish translation of the 3 videos

December, 20009

Burn 50 copies of the Spanish and English version of each of these videos: Power Take-Off Safety"- 8 minute video, "A tractor Accident Can Happen to Anyone" – 17 minute video and "We're Going to Hound You about Winter Safety" – 7 minute video.

This project also proposes to update the Vermont made video "It Can't Happen to Me". This 23 minute video was produced over 20 years ago and features Vermont producers sharing their personal stories about safety on their farm. We will shorten the up new video to 10 minutes so producers can use this video as a 'intro' to a safety meeting. This video will be a great training tool because it's <u>producers</u> talking about how accidents CAN and DO happen and the impact to families and businesses.

** Project Objective: Reproduce a safety video made with Vermont producer to raise safety awareness on farms – a local producer driven safety video will make fellow producers and their employees sit up and take notice

Timeline and Method for this objective:

June – August 2009

Research, Outline and Production Planning 'Sign-up' producers willing to participate in the new "It Can't Happen to Me" Vermont producer video

Location Scouting and Develop shooting script

September – October 2009

On-location field production

November – December, 2009

Transcribe interviews Develop editing script, write narration Record new video Burn 50 copies

**Project Objective: Provide addition training tools to Vermont dairy producers who will in turn provide proper training for themselves, farm family members and employees.

**Project Objective: To raise safety awareness on farms by making it easy to perform producer and employee safety training through availability of safety videos; More productive employees through increased safety awareness and training.

Timeline and Method for these objectives:

January, 2010 and beyond:

Make these tools available to Vermont Dairy Producers through existing programs and future programs.

A key to the success of this project is working with Vermont dairy producers who are committed to the success of their businesses. Producers were the driving force behind developing this project proposal. They are asking for increased assistance for Hispanic worker training to make human resource management easier. Producers also listen closely to other respected producers in their area of production. Project participants will be producers who are motivated to move forward with improving safety practices on their farms.

Potential funding sources / mechanisms for future expansion of this project:

We would ask for industry support, in particular insurance companies that do business in Vermont. Cooperative Insurance and Alan Fogg (an independent insurance agent in Vermont working with producers) are very interested in continuing to work with us. Also milk companies such as St Albans Cooperative and agricultural bankers such as Yankee Farm Credit would be potential future collaborators. We feel confident in getting industry support because we have worked with industry very successfully on other projects.

Budget:

Please see attached budget form and attached supplements to the budget form.

Name of Contractor:	Louise Waterman		<u> </u>			APPEND:	IX I	I		
Institution:	Vermont Agency of A				5					
Period of Performance:	From	s) 06/01/09	hort date forma to		5/30/10					
Method of Selection:	Competitive	00/01/09		0	5/50/10	-	÷			
Amount Requested	\$ 14,998									
Description of Activities:	Safety Training Too	Is for Dairy F	Producers."	Thre	e Existi	ing Safe	etv V	ideos Ti	ansl	ated inte
	Spanish; Plus a new									
temized Budget:	•			•		-				
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Total Other Than Perso	nnel	-				+ 11				\$ 11,19
otal direct costs	· · · · · ·									\$ 14,78
Indirect cost rate:										
Indirect cost base	14,781.50			lota	al Indire	CIS				
otal budget: (generally she	ouid not exceed \$15,000	y								14,78

4 Laurel Hill Dr., Suite 4 South Burlington, Vermont 05403 (802) 861-6161 paul@vidsync.com

Date	Estimate #
1/5/2009	178

Estimate

Name / Address

VT Agency of Agriculture Louise Waterman 116 State St. Montpelier 05602

Ship To

VT Agency of Agriculture Louise Waterman 828-6900 116 State St. Montpelier 05602 louise.waterman@state.vt.us

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Qty	Item	Description	Cost	Total
		VIDEO PRODUCTION: "It Can't Happen to Me" Vermont Producers Talk About Safety on the Farm - 10 minutes Spanish Translation, Narration & Editing of 8 minute "Power Take-Off Safety" & 17 minute "A Tractor Accident Can Happen to Anyone" & "It Can't Happen to Me" Vermont Producers Talk		
2	Preproduction	About Safety on the Farm - 10 minutes Hours Research, Meetings, Outline, Production Planning, Scheduling, Location Scouting, Develop shooting script "It Can't Happen to Me"	60.00	120.00
15	Production	Hours On-location Field Production including Videographer, 3 chip digital video camera, tripod, light kit, microphones - 3, half day videotaping interviews and farm shots	90.00	1,350.00
3	Field Tape St	Panasonic Mini-DV 60 minute videotape	10.00	
8	Travel	hours	45.00	· ·
1	Misc	transcribe interviews	325.00	
	Script	develop editing script, write narration	90.00	
30	Editing	Hours digitize raw footage into non-linear editing system hard drives; digitize music & narration; create graphics, titles, special effects; edit movie; record to miniDV edit master tape Subtotal	90.00	2,700.00 5,785.00
1	Misc	transcribe 8 minute "Power Take-Off Safety" & 17 minute "A Tractor Accident Can Happen to Anyone"	150.00	150.00
Quot	e. NOT an invoic	se Subtotal		· · · · · · · · · · · · · · · · · · ·
	. <u>n</u> <u>.</u>	Sales Tax (7.0	%)	

Total

Page 1

4 Laurel Hill Dr., Suite 4 South Burlington, Vermont 05403 (802) 861-6161 paul@vidsync.com

Erti	MQ	te
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Date	Estimate #
1/5/2009	178

Name / Address	Ship To		
VT Agency of Agriculture Louise Waterman 116 State St. Montpelier 05602	VT Agency of Agriculture Louise Waterman 828-6900 116 State St. Montpelier 05602 louise.waterman@state.vt.us	· ·	

Qty	Item	Description		Cost	Total
1	Misc	Spanish translation 8 minute "Power Take-Off S	•	1,600.00	1,600.00
		"A Tractor Accident Can Happen to Anyone" &	z 10 minute "It		
		Can't Happen To Me"			
1	Narration	Spanish narrator		400.00	400.00
2	Production	Hours Studio Production record Spanish narrato		90.00	180.00
10	Editing	Hours edit spanish narrated versions of 3 farm sa		90.00	900.00
2	DVD Author	render 10 minute edited video "It Can't Happen t	to Me" english and	90.00	180.00
		spanish versions to full quality avi, render to mp	eg2, author 2		
		chapter DVD, burn DVD master			
50	DVD10-99	copies of DVD-R master " "It Can't Happen to N		3.99	199.50
ļ		spanish " including white Taiyo Yuden 8x DVD-	R disc,		
		duplication, inkjet printed label, polypak (STOR	E DVD-R		
		MASTER)			
1	DVD Author	render spanish and english versions of "Power Ta	ake-Off Safety" to	90.00	90.00
		mpeg2, author 2 chapter DVD, burn DVD maste			
50	DVD10-99	copies of DVD-R master " "Power Take-Off Sa	fety"" including	3.99	199.50
		white Taiyo Yuden 8x DVD-R disc, duplication,	inkjet printed		
		label, polypak (STORE DVD-R MASTER)			
1	DVD Author	render spanish and english versions of "A Tracto	r Accident Can	90.00	90.00
		Happen to Anyone"to mpeg2, author 2 chapter I	OVD, burn DVD		
		master			
uote	e. NOT an invoic	e	Subtotal		
	· · · · · · · · · · · · · · · · · · ·		Sales Tax (7.0	%)	
	• •		Total		

4 Laurel Hill Dr., Suite 4 South Burlington, Vermont 05403 (802) 861-6161 paul@vidsync.com

Date	Estimate #
1/5/2009	178

Estimate

	Name / Address	······································		Ship To	· · ·		
L 1	JT Agency of Ag Louise Waterman 16 State St. Montpelier 05602			Louise Water 116 State St. Montpelier 0			
Qty	Qty Item Des			n		Cost	Total
50	DVD10-99	copies of DVD-R master "A Tractor Accident Can Happen to Anyone"" including white Taiyo Yuden 8x DVD-R disc, duplication, inkjet printed label, polypak (STORE DVD-R MASTER)			3.99	. 199.50	
	S&H	Courier DVD copies to Montpel	ier			20.00	20.00
Quot	e. NOT an invoid	ce			Subtotal	5	9,993.50
	·	· · · · · · · · · · · · · · · · · · ·			Sales Tax (7.0	%)	\$0.00
					Total	\$	9,993.50

Page 3

Notice of Award

SPECIALIZED CTR COOPERATIVE AGREEMENT Issue Date: 01/15/2009 Department of Health and Human Services



Centers for Disease Control and Prevention NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH

Grant Number: 5U50OH007542-08 REVISED

Principal Investigator(s): JOHN J MAY, MD

Project Title: The Northeast Center for Agricultural Health

CENTER DIRECTOR NYCAMH / NEC BASSETT HEALTHCARE ONE ATWELL RD COOPERSTOWN, NY 13326

Award e-mailed to: research.institute@bassett.org

Budget Period: 09/01/2008 - 08/31/2009 Project Period: 09/30/2001 - 08/31/2011

Dear Business Official:

The Centers for Disease Control and Prevention hereby revises this award (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to BASSETT MARY IMOGENE HOSPITAL in support of the above referenced project. This award is pursuant to the authority of 42 USC 241 42 CFR 52 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

LARRY GUESS

Grants Management Officer Centers for Disease Control and Prevention

Additional information follows

SECTION I - AWARD DATA - 5U50OH007542-08 REVISED

Award Calculation (U.S. Dollars)	
Salaries and Wages	\$301,867
Fringe Benefits	\$76,517
Personnel Costs (Subtotal)	· \$378,384
Consultant Services	\$29,028
Supplies	\$7,081
Travel Costs	\$17,200
Other Costs	\$195,554
Consortium/Contractual Cost	\$374,391

Federal Direct Costs					\$1,001,638
Federal F&A Costs	• •				\$123,114
Approved Budget					\$1,124,752
Federal Share				•	\$1,124,752
Less Unobligated Balance				••••	\$226,386
TOTAL FEDERAL AWARD AMOUNT					\$898,366

AMOUNT OF THIS ACTION (FEDERAL SHARE)

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

09\$919,31210\$907,753

Fiscal Information:	
CFDA Number:	. 93.262
EIN:	1135596796A1
Document Number:	UOH007542B

IC	CAN	2008	2009	2010
OH	921021G	\$898,366	\$919,312	\$907,753

SUMMARY TOTAL FEDERAL AWARD AMOUNT YEAR (8)				
GRANT NUMBER	TOTAL FEDERAL AWARD AMOUNT			
5U50OH007542-08	\$898,366			
3U50OH007542-08S1	\$74,962			
TOTAL	\$973,328			

SUMMARY TOTALS FOR ALL YEARS					
YR	THIS AWARD	CUMULATIVE TOTALS			
8	\$898,366	\$973,328			
9	\$919,312	\$919,312			
10	\$907,753	\$907,753			

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

CDC Administrative Data:

PCC: CFAASUXX / OC: 4141 / Processed: GUESSL 01/15/2009

SECTION II - PAYMENT/HOTLINE INFORMATION - 5U500H007542-08 REVISED

For payment information see Payment Information section in Additional Terms and Conditions.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to

\$0

hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

SECTION III - TERMS AND CONDITIONS - 5U500H007542-08 REVISED

This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Additional Costs

SECTION IV - OH Special Terms and Conditions - 5U50OH007542-08 REVISED

********** Amendment Carryover ********

Approval List Number: CL0075Y09

This revised Notice of Award authorizes the carryover of unobligated funds as follows:

UNOBLIGATED AMOUNT PER FSR DATED November 20, 2008

FROM YEAR 07 TO YEAR 08 in the amount of \$226,386

This amendment was requested by the PI, John May MD in a letter dated December 22, 2008.

Unobligated funds in the amount identified above have been applied to this award. Please note that if the actual amount of available unobligated funds is less than the amount used in this action, then the total approved budget may be reduced by the difference in a subsequent award action, thus reducing the amount of the current award.

Please be advised that grantee must exercise proper stewardship over federal funds by ensuring that all costs charged to their award are allowable, allocable, and reasonable.

These funds are approved for the current fiscal year budget period only with no commitment for continued support in future budget periods.

All other terms and conditions of the award remain unchanged and in full effect.

*************End of Amendment *********

Approval List: C0229Y08

INCORPORATION:

Program Announcement Number OH 06-057, the additional requirements, and the application dated 04/22/2008 and subsequent revisions are made a part of this award by reference.

HUMAN SUBJECT RESTRICTION

Notice: Under governing regulations, Federal funds administered by the Department of Health and Human Services shall not be expended for research involving human subjects, and individuals shall not be enrolled in such research, without the prior approval by the Office for Human Research Protection (OHRP) of an assurance to comply with the requirements of 45 CFR 46 to protect

human research subjects. This restriction applies to all collaborating site without OHRP-approved assurances, whether domestic or foreign, and compliance must be ensured by the awardee.

INDIRECT COSTS:

Indirect Cost Rates are based on the rate agreement dated November 1, 2006, 2003. (17.3%). The rates in this agreement are to be used for the remainder of the competitive segment in accordance with OMB Circular A-21.

Re-budgeting (re-directing) from direct costs or using carryover funds to accommodate a rate increase is not allowable.

Note: Indirect Cost/Facilities and Administration Rates for subcontracts will be treated in the same manner as those for the parent awardee if the subcontractor is covered by A-21.

REPORTING REQUIREMENTS:

All reports (original and two copies) must be submitted to the CDC Grants Management Officer, Attn: Grants Management Specialist, as denoted below below under "Business and Grants Policy Contact." The following hyperlink provides the necessary forms for completion: http://grants1.nih.gov/grants/forms.htm.

All dates referenced in the reporting paragraphs below can be identified on the first page of the award.

The following reports are required on an annual basis:

 Non-Competing Grant Progress Report PHS 2590 due no later than 90 days prior to the end of the budget period end date, unless requested earlier. This report is not required if the grant is in the final year of the project period.

 Financial Status Report (FSR) due 90 days after the end of the budget period end date, unless the grant has a modular budget, then the FSR is due 90 days after the end of the project period end date.
 See the paragraph below entitled "Additional Reporting Requirements" for proper handling of carryover funds. The FSR should not report costs cumulatively across years.

The following reports are required at the end of the project period:

- Financial Status Report due 90 days after the end of the project period end date.
- Final Invention Statement due 90 days after the end of the project period. Note: A null report needs the actual form completed.
- Final Progress Report due 90 days after the end of the project period. The following hyperlink provides specific guidance on completing the final progress report: http://www.cdc.gov/niosh/oep/grants.html (read Grant Closeout).

Failure to submit timely reports may affect future funding to the organization or awards with the same Principal Investigator.

ADDITIONAL REPORTING REQUIREMENTS:

The SF 269 (Financial Status Report - FSR) is due to the CDC Grants Management Office 90 days after the end of each budget period. The FSR should report costs annually. Under Expanded Authority, less than 25% of the awarded unobligated dollars, or a maximum of \$250,000, may be automatically carried forward by remarking in the comments section of the FSR. For amounts that exceed this criteria, provide a written justification to the grants management office for review.

CORRESPONDENCE:

All correspondence (including emails and faxes) regarding this award must be identified with the Grant/Cooperative Agreement Number identified on the first page.

PRIOR APPROVAL:

In accordance with the PHS Grants Policy Statement dated April 1, 1994, Postaward Administration, Chapter 8-8, ?ALL" requests which require prior approval must bear the signature of an authorized official of the business office of the grantee organization as well as the principal investigator or program or project director. Any requests received which reflect only one signature will be returned to the grantee unprocessed. Any funding request should include a checklist, face page and detailed budget with supporting justifications.

KEY PERSONNEL:

Replacement of key personnel (Including Program Directors) and any change in time/effort of Program Directors must be reported 30 days prior to the change to the CDC Project Officer and the Grants Management Specialist referenced herein. The notification shall include justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. No Key Personnel may be substituted without the Grants Management Officer?s approval. Should any Key Personnel positions become vacant, all funds designated for such persons are RESTRICTED and may not be expended without prior approval of the Grants Management Officer.

The Individual considered Key Personnel in the performance of this grant are identified as Dr. John May, Principal Investigator.

INVENTIONS:

Acceptance of grant funds obligates recipients to comply with the ?standard patent rights? clauses in 37 CFR 401.14.

PUBLICATIONS:

Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, such as: This publication (journal article, etc.) was supported by Grant/Cooperative Agreement Number (which is identified on the first page) from CDC - NIOSH. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of (name of awarding agency).

TRAFFICKING IN PERSONS

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term and condition, go to: http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_for_Trafficking_in_Persons .shtm

EQUIPMENT AND PRODUCTS:

To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made.

ACKNOWLEDGMENT OF FEDERAL SUPPORT:

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

INSPECTOR GENERAL:

For your information, the United States Department of Health and Human Services Inspector General maintains a toll-free telephone number, 800-447-8477 (1-800-HHS-TIPS), for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Such reports are kept confidential, and callers may decline to give their names if they choose to remain anonymous.

PAYMENT INFORMATION

Automatic Drawdown:

Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS is administered by the Division of Payment Management, Program Support Center, HHS. PMS will forward the DHHS Manual for Recipients Financed Under the Payment Management System (PMS), PMS-270 and PMS-272 forms.

PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows: Division of Payment Management, FMS/PSC/HHS, P.O. Box 6021 Rockville, MD 20852.

B. If a carrier other than the U.S. Postal Service is used, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows:

Division of Payment Management FMS/PSC/HHS Rockwall Building #1, Suite 700 11400 Rockville Pike, Rockville, MD 20852.

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.

CDC CONTACT NAMES:

Business and Grants Policy Contact

Cynthia Y. Mitchell Grants Management Specialist PGO/Acquisition & Assistance Field Branch, CDC P.O. Box 18070 Pittsburgh, PA 15236 Telephone: (412) 386-6434 Fax: (412) 386-6429 Internet Address: akq9@cdc.gov

Programmatic Contact

W. Allen Robison, Ph. D. Office of Extramural Programs National Institute for Occupational Safety and Health Centers for Disease Control and Prevention 1600 Clifton Road NE, MS-E-74 Atlanta, GA 30333 USA 404/498-2509 (t) 404/498-2571 (f) WRobison@cdc.gov

STAFF CONTACTS

Grants Management Specialist: Mary Pat Shanahan Centers for Disease Conttol and Prevention Procurement and Grants Office 626 Cochrans Mill Road, Bldg 140 Pittsburgh, PA 15236 Email: mpu0@cdc.gov Phone: 412-386-4453 Fax: 412-386-6429

Program Official: William Robison Office of Extramural Programs National Institute for Occupational Safety and Health Centers for Disease Control and Prevention Atlanta, GA 30333 Email: wrobison@cdc.gov Phone: 404-498-2509 Fax: 404-498-2571

Grants Management Officer: Larry Guess

Centers for Disease Control and Prevention Procurement and Grants Office 626 Cochrans Mill Road, Bldg 140 POB 18070 Pittsburgh, PA 15236 Email: Ifg6@cdc.gov Phone: 412.386.6826 Fax: 404.638-5482

SPREADSHEET SUMMARY GRANT NUMBER: 5U500H007542-08 REVISED

INSTITUTION: MARY IMOGENE BASSETT HOSPITAL

Budget	Year 8	Year 9	Year 10
Salaries and Wages	\$301,867	\$369,925	\$362,967
Fringe Benefits	\$76,517	·	
Personnel Costs (Subtotal)	\$378,384	\$369,925	\$362,967
Consultant Services	\$29,028	\$28,000	\$22,750
Supplies	\$7,081	\$4,848	\$3,698
Travel Costs	\$17,200	\$18,100	\$14,251
Other Costs	\$195,554	\$121,323	\$117,525
Consortium/Contractual	\$374,391	\$272,798	\$285,878
Cost			
TOTAL FEDERAL DC	\$1,001,638	\$814,994	\$807,069
TOTAL FEDERAL F&A	\$123,114	\$104,318	\$100,684
TOTAL COST	\$898,366	\$919,312	\$907,753

Page 7 of 7

STATE OF VERMONT REQUEST FOR GRANT ACCEPTANCE (Form AA-1)

1. Agency:	Agency of Agriculture,	Food & Markets		
2. Department:				
3. Program:	Vermont Farm Safety P	rogram		
4. Legal Title of Grant:				
5. Federal Catalog #:	N/A			
6. Grant/Donor Name and The Mary Imogene I One Atwell Road Cooperstown, NY 13	Bassett Hospital			
7. Grant Period: Fre	om: 4/1/2009	To:	3/31/2010	
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STATE OF VERMONT REQUEST FOR GRANT ACCEPTANCE (Form AA-1)

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comr Joint appro	nitted in anticipation of Fiscal Committee oval of this grant, unless	Signature:		Date:		
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14. A	ACTION BY GOVERN	IOR				
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	Request to JFO		PMas	6/24/09		
	Information to JFO	(Secretary's signature of	or designee)	Date:		
16. DOCUMENTATION REQUIRED						
		Required G	RANT Documentation			
	equest Memo Dept. project approval (if lotice of Award		Notice of Donation (if any) Grant (Project) Timeline (if ap			
the second se	Brant Agreement		Request for Extension (if appli Form AA-1PN attached (if app			
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